

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JANUARY 7, 2008
5:00 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN](#)
- A.2 [PLEDGE OF ALLEGIANCE](#)
- A.3 [INVOCATION BY THE HONORABLE BILL MAGERS, MAYOR](#)
- A.4 [APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 17, 2007](#)

Proclamation

- A.5 [PROCLAMATION](#)
“Dr. Martin Luther King, Jr. Day” – January 21, 2008

Introduction and Public Hearing of Ordinances

- B.1 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5507](#)
Amending the 2007-2008 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2007, through September 30, 2008
- B.2 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5508](#)
Amending Chapter 3 of the Code of Ordinances, “Building Regulations,” Article 3.06, “Housing Code,” at Division 1, “Generally,” and adding Division 2, “Dangerous Buildings”
- B.3 [INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5509](#)
Providing for Permanent “No Parking” Signs Restricting Parking along the South Side of West McGee Street, Commencing West of Highland Street and Extending Westerly to a Point East of Newman Street, within the City Limits of the City of Sherman

Close Public Hearing and Consider Adoption of Ordinances

- B.4 [ADOPTION OF ORDINANCES](#)
Consider Adoption of Ordinance Numbers:
 - a) 5507
 - b) 5508
 - c) 5509

B.5 [CONSENT AGENDA](#)

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

C.1 [RESOLUTION NO. 5139](#)

Authorizing Execution of an Agreement between the City of Sherman and the Sherman Economic Development Corporation (SEDCO) for Water and Sewer Infrastructure at U.S. Highway 75 and F.M. 691

C.2 [RESOLUTION NO. 5140](#)

Authorizing Execution of a Contract with First Southwest Company for Financial Advisory Services

C.3 [RESOLUTION NO. 5141](#)

Authorizing the Filing of a Grant Application with the Texoma Council of Governments (TCOG) for a Regional Solid Waste Grants Program Grant; Authorizing the Public Works Director to Act on Behalf of the City of Sherman in all Matters Related to the Application; Pledging that, if a Grant is Received, the City of Sherman will Comply with the Grant Requirements of TCOG, the Texas Commission on Environmental Quality, and the State of Texas

C.4 [* RESOLUTION NO. 5142](#)

Authorizing the Purchase of Communications Equipment through the Houston-Galveston Area Council of Governments (H-GAC) for the Sherman Fire Department, Funded by State Homeland Security Grant Funds

C.5 [* RESOLUTION NO. 5143](#)

Authorizing the Purchase of a Restroom/Concession Building for Old Settlers Park through the Texas Building and Procurement Commission's Multiple Award Schedule Program (TXMAS)

C.6 [* RESOLUTION NO. 5144](#)

Awarding a Bid to Sam Pack's Five Star Ford through the Texas Building and Procurement Commission (TBPC) Government Contract for the Purchase of Four 2008 Ford Crown Victoria Police Interceptor Vehicles

C.7 [* RESOLUTION NO. 5145](#)

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1919 East Cole Street

C.8 [* RESOLUTION NO. 5146](#)

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 701 East Sycamore Street

C.9 [* RESOLUTION NO. 5147](#)

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 712 South Montgomery Street

Request to Advertise

D.1 [* REQUEST TO ADVERTISE](#)

Sherman Municipal Airport Mowing

Other Business

D.2 [OTHER BUSINESS](#)

Authorizing First Southwest Company to Proceed with Financing the Improvement of Public Works via City of Sherman, Texas Certificates of Obligation, Series 2008

D.3 [OTHER BUSINESS](#)

Receive Annual Property Tax Collection Presentation from the City's Contracted Tax Attorney

D.4 [OTHER BUSINESS](#)

Receive Comprehensive Master Plan Update from Assistant City Manager/CFO Robby Hefton

D.5 [* OTHER BUSINESS](#)

Site Plan Approval for Tyson Fresh Meats under Ordinance No. 2252, Article IV, Section 410(2)(j) and Section 510 of the Code of Ordinances to Extend the Parking Area for Trailer Storage in the Blalock Industrial Park District at 4700 U.S. Highway 75 South

D.6 [* OTHER BUSINESS](#)

Site Plan Approval for Progress Rail Services under Ordinance No. 2252, Article IV, Section 410 (2)(j), an Exception to Ordinance No. 2252, Article IV, Section 410 (2)(g)(2) to Allow a 33 Foot Side Yard Setback for a Detached Building and a 43 Foot Side Yard Setback for a Concrete Pad; and an Exception to Ordinance No. 2252, Article IV, Section 410 (2) (m) to Allow Painted "R" Type Panels on a New Detached Manufacturing Building in the Blalock Industrial Park District at 525 Progress Drive

D.7 [* OTHER BUSINESS](#)

Final Plat Approval of the Home Hospice of Grayson County Addition, a Replat of Lots 1-5 and part of Lots 16-20, Block 2 of Post Oak Addition; Home Hospice of Grayson County, Owner (505 West Center Street)

D.8 [CITIZEN REQUESTS](#)

D.9 [MEDIA QUESTIONS](#)

D.10 [COUNCIL COMMENTS](#)

Executive Session

E.1 [EXECUTIVE SESSION](#)

In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), “The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon’s Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections.”

Section 551.074 Personnel Matters
Consider the Qualifications, Appointment or Removal of Members to Boards and Commissions:
a) Historical Preservation Board (2)

Section 551.087 Deliberations Regarding Economic Development Negotiations:
a) Deliberate Regarding Commercial or Financial Information that the City has Received from Business Prospects and Deliberate any Offers or Incentives to the Business Prospects

The Council reconvenes into General Session

F.1 [OPEN MEETING](#)

Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session

F.2 [ADJOURNMENT](#)

[COUNCIL CALENDAR](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. A.2

PLEDGE OF ALLEGIANCE

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. A.3

INVOCATION BY THE HONORABLE BILL MAGERS, MAYOR



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. A.4

APPROVE MINUTES

THE REGULAR CITY COUNCIL MEETING OF DECEMBER 17, 2007

STATE OF TEXAS §
 December 17, 2007
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on December 17, 2007.

MEMBERS PRESENT: MAYOR BILL MAGERS; DEPUTY MAYOR CHIP ADAMI.
 COUNCIL MEMBERS HUGHES, SMITH, T. STEELE, W.
 STEELE, WACKER.

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Bill Magers called the meeting to order at 5:00 p.m. The Pledge of Allegiance and the Invocation were given by Council Member Willie Steele.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of December 3, 2007 and the Called Meeting of December 11, 2007. Deputy Mayor Adami moved to approve the Minutes as presented; Second by Council Member Hughes. All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

INTRODUCTION AND PUBLIC HEARING OF ORDINANCES

Mayor Magers introduced Ordinance 5503 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN AT THE INTERSECTION OF KNOLLWOOD DRIVE AND NORTH CREEK DRIVE, STOPPING SOUTHBOUND TRAFFIC ON KNOLLWOOD DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5503
STOP SIGN

No citizens appeared before the City Council to discuss Ordinance 5503.

Mayor Magers introduced Ordinance 5504 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "FIFTEEN MINUTE PARKING ONLY" SIGN AT 115 SOUTH TRAVIS STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5504
PARKING LIMIT
ON TRAVIS

No citizens appeared before the City Council to discuss Ordinance 5504.

Mayor Magers introduced Ordinance 5505 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR TWO (2) PERMANENT "FIFTEEN MINUTE PARKING ONLY" SIGNS ALONG THE SOUTH SIDE OF HOUSTON STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5505
PARKING LIMIT
ON HOUSTON

No citizens appeared before the City Council to discuss Ordinance 5505.

Mayor Magers introduced Ordinance 5506 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, "HEALTH AND SANITATION," ARTICLE 6.02, "FOOD ESTABLISHMENTS," AT SECTION 6.02.003, "PERMIT APPLICATION AND FEES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 5506
HEALTH DEPT.
PERMIT FEES

Marshall Ward, 1310 Hopson

Mr. Ward is the Grayson County Health Department Chief Sanitarian in the Environmental Health Department. The Environmental Health Department requested a fee increase on their services and that increase has been approved by the Grayson County Commissioner's Court.

The increase will cover operational costs associated with State law requirements and administrative demands. Recent law changes pertaining to retail food establishments have generated significant increases in the complexity and technical resources involved in the health inspection of food establishments.

The average time required to conduct initial, routine, and follow-up inspections, and to provide training, has risen significantly and is more complex than in the past.

Steve DeVore, 505 N. Walnut

Mr. DeVore is the Grayson County Health Department Public Health Director and was available to answer any questions the Council might have.

No other citizens appeared before the City Council to discuss Ordinance 5506.

The Ordinances were introduced and the Public Hearing was closed.

CLOSE PUBLIC
HEARING

ADOPTION OF ORDINANCES

Ordinance 5503

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP"

ORD 5503
STOP SIGN

SIGN AT THE INTERSECTION OF KNOLLWOOD DRIVE AND NORTH CREEK DRIVE, STOPPING SOUTHBOUND TRAFFIC ON KNOLLWOOD DRIVE WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

Ordinance 5504

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT “FIFTEEN MINUTE PARKING ONLY” SIGN AT 115 SOUTH TRAVIS STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5504
PARKING LIMIT
ON TRAVIS**

Ordinance 5505

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR TWO (2) PERMANENT “FIFTEEN MINUTE PARKING ONLY” SIGNS ALONG THE SOUTH SIDE OF HOUSTON STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5505
PARKING LIMIT
ON HOUSTON**

Ordinance 5506

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES, “HEALTH AND SANITATION,” ARTICLE 6.02, “FOOD ESTABLISHMENTS,” AT SECTION 6.02.003, “PERMIT APPLICATION AND FEES”; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 5506
HEALTH DEPT.
PERMIT FEES**

Mayor Magers said the City has nothing to do with the Environmental Health Department fees and he asked why their approval was needed.

Doreen McGookey, City Attorney, explained that the Environmental Health Department requested approval of their fees and it was found that the ordinance actually states the fee schedule, and those fees were incorrect. The Health Department is actually setting the fees anyway, so this ordinance reflects what is actually being done and gives the Health Department the authorization to set and collect the fees.

ACTION TAKEN.

Motion by Council Member Hughes to approve Ordinance Nos. 5503, 5504, 5505, and 5506, as presented. Second by Council Member Smith.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Terrence Steele moved to approve the Consent Agenda, as presented. Second by Deputy Mayor Adami. All present voted AYE.

RESOLUTIONS

RESOLUTION NO. 5133 – AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH GRAYSON COUNTY, TEXAS, FOR THE GRAYSON COUNTY HEALTH DEPARTMENT'S ENVIRONMENTAL HEALTH DIVISION RELATED SERVICES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH GRAYSON COUNTY, TEXAS, FOR THE GRAYSON COUNTY HEALTH DEPARTMENT'S ENVIRONMENTAL HEALTH DIVISION RELATED SERVICES.

CONSENT AGENDA.

RESOLUTION NO. 5134 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH BUCHER, WILLIS & RATLIFF FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE RECONSTRUCTION OF BROCKETT STREET FROM TRAVIS STREET TO GRAND AVENUE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH BUCHER, WILLIS & RATLIFF FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE RECONSTRUCTION OF BROCKETT STREET FROM TRAVIS STREET TO GRAND AVENUE.

Deputy Mayor Adami asked if the cost was in-line with what was expected. George Olson, City Manager, said the cost is in-line and the staff went through the process to select the firm.

Bucher, Willis & Ratliff have completed a similar project in Waxahachie, Texas that included old interurban rail in a street. Their experience on that project will be helpful on the Sherman project. A different engineering company originally completed the study of Brockett Street when the plan was first considered.

Mayor Magers also thanked Austin College for their participation in the project. They are contributing \$400,000 to the project, which serves as an entryway to Austin College.

ACTION TAKEN.

Motion by Council Member Terrence Steele to approve Resolution No. 5134, as presented. Second by Council Member Smith.

CONSENT AGENDA

RES 5133
HEALTH DEPT.
FEES

RES 5134
BROCKETT STREET
RECONSTRUCTION

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.
VOTING NAY: None.
ABSTAIN: Wacker.
MOTION CARRIED.

**RESOLUTION NO. 5135 – AUTHORIZING EXECUTION OF AN
EASEMENT INTO THE STREET RIGHT-OF-WAY OF DUGAN
STREET IN THE CITY OF SHERMAN**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN EASEMENT INTO THE STREET RIGHT-OF-WAY OF DUGAN STREET IN THE CITY OF SHERMAN.

ACTION TAKEN.

Motion by Deputy Mayor Adami to approve Resolution No. 5135, as presented. Second by Council Member Terrence Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele.
VOTING NAY: None.
ABSTAIN: Wacker.
MOTION CARRIED.

**RES 5135
DUGAN STREET
EASEMENT**

**RESOLUTION NO. 5136 – AUTHORIZING EXECUTION OF A
SERVICE AGREEMENT WITH INTERMEDIX TECHNOLOGIES,
INC. PROVIDING FOR THE BILLING AND COLLECTION OF
AMBULANCE FEES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SERVICE AGREEMENT WITH INTERMEDIX TECHNOLOGIES, INC. PROVIDING FOR THE BILLING AND COLLECTION OF AMBULANCE FEES.
CONSENT AGENDA.

**RES 5136
AMBULANCE FEES**

**RESOLUTION NO. 5137 – ADOPTING A PERMANENT LOAN
AGREEMENT AND INTERLOCAL AGREEMENT WITH THE
TEXOMA COUNCIL OF GOVERNMENTS FOR A GRANT
FUNDED VEHICLE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A PERMANENT LOAN AGREEMENT AND INTERLOCAL AGREEMENT WITH THE TEXOMA COUNCIL OF GOVERNMENTS FOR A GRANT FUNDED VEHICLE.
CONSENT AGENDA.

**RES 5137
GRANT FUNDED
VEHICLE**

**RESOLUTION NO. 5138 – AUTHORIZING THE PURCHASE OF
AN UPGRADE TO THE OUTDOOR WARNING SIREN SYSTEM
FROM FEDERAL SIGNAL CORPORATION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF AN UPGRADE TO THE OUTDOOR WARNING SIREN SYSTEM FROM FEDERAL SIGNAL CORPORATION.
CONSENT AGENDA.

**RES 5138
OUTDOOR
WARNING SIRENS**

REQUEST TO ADVERTISE
SEAL COAT EMULSIFIED ASPHALT OIL AND STONE

The City Council approved a request to advertise for bids to provide street seal coat stone and emulsified asphalt oil for the City's street maintenance program.

Each year the Street Department's goal is to seal coat between 25 to 30 miles of streets, depending on material costs and the annual budget.

CONSENT AGENDA.

OTHER BUSINESS

RECEIVE QUARTERLY PROGRESS REPORT FROM
SHERMAN ECONOMIC DEVELOPMENT CORPORATION
BOARD MEMBER RAD RICHARDSON AND SEDCO
PRESIDENT JOHN BOSWELL

Rad Richardson, Sherman Economic Development Corporation Board Member, presented a quarterly progress report on their activities.

Sherman's economy remains strong and unemployment has averaged 4.9% over the last three months. Statistics also say there are 2,200 people in Grayson County that are actively looking for jobs.

During the last quarter, SEDCO has approved two new agreements with existing businesses. Texas Instruments announced plans for 200 new jobs and \$20 million in capital investment. Progress Rail is moving toward adding 55 new jobs and \$15.6 million in new capital investment. These projects will have a positive ripple through the community.

The SEDCO Board continues to work with prospects. The local economy is strong and job creation continues to keep pace with the State of Texas. He thanked the City Council and the citizens for their support.

Mayor Magers asked about Christmas sales in the community. John Boswell, SEDCO President, said Christmas sales start around Thanksgiving, but the report comes out in January.

RECEIVE BRIEFING FROM CABLE ONE MANAGER CLAUDE
EDWARDS ON RATE STRUCTURE ADJUSTMENT

Claude Edwards, Cable One Manager, briefed the Council on a proposed rate structure adjustment for cable television services.

In January 2008 Cable One will have a rate adjustment, which is typically done every two years. The last rate adjustment was 23 months ago. The lifeline service will be increased from \$18.95 to \$20.00 per month or about 5.5%, expanded basic will increase \$23.55 to \$26.00 per month. Combined those two increases will be from \$42.50 to \$46.00 and will affect the most citizens in Sherman.

REQUEST TO ADV
SEAL COAT
ASPHALT, OIL, STONE

SEDCO QUARTERLY
REPORT

CABLE TV
RATE STRUCTURE

Mayor Magers confirmed that the changes would only affect cable programming at the present time. Mr. Edwards added that there will be increases in promotional rates later in the year. Internet services are also not included in the increase.

Mayor Magers asked for clarification on the NFL Network in relation to the Sherman market. Mr. Edwards explained that the larger cable companies have many more customers and can divide the cost between them. Cable One has a much smaller customer base so it would cost about \$1.00 per month to add the NFL Network in Sherman.

They currently cablecast ESPN, ESPN 2, and Fox Sports at a cost of \$1.5 to \$1.8 million per year. The NFL Network would add an additional \$200,000 to \$250,000. The increase includes about eight regular season football games and would be a cost whether or not the Dallas Cowboys are playing. People are more likely to pay the additional \$1 at certain times of the year.

Cable One would like to include the NFL Network on a tier to allow those that want to subscribe to have the opportunity. It would be more expensive for those wanting the station, but it would be a choice.

Deputy Mayor Adami asked about TNT high definition. Mr. Edwards said they removed TNT HD last year in a dispute over the rates. Each high definition signal requires specific negotiations to determine the level where it will be located. He said TNT HD will be introduced back into the lineup in late January or early February 2008. He added that more and more HD stations will be added as the 2009 transition date approaches.

Deputy Mayor Adami asked about EWTN, a Catholic network, and if there was any chance it would be increased from a 12 hour to 24 hour cablecast. Mr. Edwards said it would not be increased and there is not a lot of demand for the network.

Mayor Magers asked if Cable One was contractually obligated to rebroadcast the football games. Mr. Edwards said Grayson County is in the Sherman-Ada-Ardmore television market, not in the Dallas television market as it used to be. There are legal questions as to some programs being carried in the various television markets.

Mr. Edwards said Cable One is expected to carry the Dallas Cowboy game on Saturday, December 22, 2007.

**DISCUSSION OF THE CITY OF SHERMAN'S PARTICIPATION
IN A PROPOSED GRAYSON COUNTY REGIONAL
EMERGENCY OPERATING CENTER**

Drue Bynum, Grayson County Judge, addressed the City Council about the possibility of having a Multi-Jurisdictional

**EMERGENCY
OPERATING
CENTER**

Emergency Management Coordinator for Grayson County. Currently Judge Bynum is the County's Emergency Management Coordinator.

The County has an interlocal agreement with all the cities in the County except Sherman and Denison, to have an Emergency Management Coordinator position. Sherman and Denison are large enough that they can have their own coordinator.

Judge Bynum felt the area had a good response procedure during the floods this summer, but the recovery procedure could use improvement. He felt the County should build a system that has someone responsible for support and to offer assistance.

He felt that Grayson County, Sherman, and Denison should have a Multi-Jurisdictional Emergency Management Coordinator that would be guided by an advisory board, but would ultimately answer to the Grayson County Commissioner's Court. After discussions with representatives from both towns, Judge Bynum felt they were ready to post for the position. Before that, he wanted to address the Council.

The Commissioner's Court approved a full-time Emergency Management Coordinator position for Grayson County. There is a grant available that could pay up to 50% of a salary. He added that a plan for logistics would help with both response and recovery.

Judge Bynum said by hiring an Emergency Management Coordinator, the current Sherman-Denison Coordinators would be allowed to do the job they were actually hired to do. Chief Jeff Jones is the Emergency Management Coordinator for Sherman, but he is also the Fire Chief. There is also a duplication of paperwork between the three entities.

The intent is that when Sherman has an emergency and depletes their resources, they can call the County. When the County depletes their resources, they can call the State.

Judge Bynum could not promise that Grayson County would receive the grant to help with salary, however he said the indication was good that they would receive it. He asked that the City of Sherman and the City of Denison consider designating some money for the position too.

He said there were also other logistics that would need to be worked out. Judge Bynum asked for support from the City Council before the position is posted. The advisory board would actually hire the Coordinator. Mr. Olson has recommended that Chief Jones represent Sherman on the advisory board. Judge Bynum also asked that Mr. Olson serve on the advisory board too.

Currently Grayson County is trying to purchase a building to house the Emergency Management Operation.

Council Member Smith asked if the plan would “do away” with Sherman’s Emergency Management System. Judge Bynum said it would alleviate the need for an Emergency Management Coordinator. It won’t alleviate Sherman’s authority to respond during an emergency situation. Sherman’s resources will still be utilized locally but it helps get to the next level.

Council Member Smith asked who would determine the priority on where services would go during an emergency. Judge Bynum said the County would make that determination. If the County can’t respond to the City of Sherman the way they need, then the State resources would be requested.

Mayor Magers said if it gets to the point where Sherman resources are being diverted from Sherman, it will be a mess. The County Judge will ask for help from the State in that situation.

He added that Sherman’s Emergency Management Coordinator will “run the show” in Sherman and will be at field command service. All the administrative acts and paperwork for grants will be centralized under the County. It appears that if Grayson County moves toward this system, they will be elite in the State and positive things should happen.

Mayor Magers did not want to undermine the Chief’s ability to do his job in an emergency. His time will be freed up to handle his high level responsibilities.

Deputy Mayor Adami asked how long the grant would be in effect. Judge Bynum said that typically the Emergency Management Performance Grants (EMPG) continue to be funded. He asked the Council to make the decision based on the right thing to do, not whether or not Grayson County gets the EMPG grant.

Judge Bynum said the Mayors cannot delegate their authority. However, in an emergency situation, it is probably better for the Fire Chief to serve as an incident commander with operations rather than worrying about getting water pumps to the scene.

Council Member Wacker asked if the Coordinator would work through the framework of the Emergency Plans that are already in place in the various cities. Judge Bynum said they would work under those Plans. The plans would need to be combined so the County can support them all.

Council Member Willie Steele asked if this was a new concept in Texas. Judge Bynum said there are several multi-jurisdictional systems on the Costal Bend of Texas and in South Texas. There is no Multi-Jurisdictional Emergency Management Coordinator position in North Texas.

He added that there have also been discussions about the Texas Department of Public Safety moving their District Disaster Center to Sherman.

Council Member Smith said the City's Strategic Plan calls for partnerships with the County and he asked what was needed from the Council. Mr. Olson said the staff needs direction and will come back with an interlocal agreement for consideration.

Mayor Magers said they are asking the City to contribute \$20,000. He added that the partnership will save money and increase efficiency.

ACTION TAKEN.

Motion by Council Member Smith to move forward with an interlocal agreement between the City of Sherman and Grayson County for a Grayson County Regional Emergency Operating Center. Second by Council Member Willie Steele.

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER APPROVAL OF THE INTENTION TO ANNEX AREAS AND DIRECTING STAFF TO BEGIN THE ANNEXATION PROCESS

Mr. Olson explained that the staff is asking the Council for authorization to begin the annexation process for three areas. The areas are on Highway 75 to Highway 691 to accommodate the new water and sewer infrastructure, enclose gaps and align the City limits between Texoma Parkway and Loy Lake Road; in the Hilltop Addition where a substandard water system exists, to move it into the City's CCN and to enclose gaps and align the City limits along Dripping Springs Road; and on North Travis Street where past annexations have left a residence and a portion of right-of-way outside the City limits.

Mayor Magers said annexation with Sherman's growth is an issue that will need to be discussed and he said the City should be very concerned about municipal utility districts appearing on Sherman's western borders.

ACTION TAKEN.

Motion by Council Member Hughes to move forward with the annexations and to direct the staff to begin the annexation process. Second by Deputy Mayor Adami.

**INTENTION TO
ANNEX PROPERTY**

VOTING AYE: Adami, Hughes, Smith, T. Steele, W. Steele, Wacker.
VOTING NAY: None.
MOTION CARRIED.

RECEIVE UPDATE FROM PUBLIC WORKS DIRECTOR JEFF MILLER ON THE PHASE II STORM WATER PLAN AND PERMIT SUBMITTAL

**PHASE II STORM
WATER PLAN**

Jeff Miller, Director of Public Works, said the State of Texas has been trying to start its Phase II Storm Water Program for over five years. Last August, the Texas Commission on Environmental Quality (TCEQ) did issue the State's general permit and gave cities 180 days to complete and submit their plan.

Jessica Perkins, Project Coordinator, has been drafting Sherman's Plan, which will be presented to the City Council at the February 4, 2008 City Council Meeting, with a request to authorize submission of the Plan to the State.

Mrs. Perkins presented an overview of the State's requirements and described the process to prepare the Plan for submittal. Deadline for submission is February 11, 2008.

The written Plan must address how the City will protect storm water in six program areas and requires a five year commitment for completion of items in the Plan. Therefore the written Plan must be completed in full by August 2012.

The City must also track progress and submit annual reports every November. Mrs. Perkins outlined requirements of the Plan. Currently the City has ordinances in place and does perform some inspections.

She added that the City may have some requirements that will need to be handled as Capital Improvement Projects over the next few years. Also multiple studies have been done to provide estimates of the cost of these mandates and costs can range from \$1.50 to \$8.00 per person per year.

Council Member Smith confirmed that there would be State penalties if the requirements are not met. Mrs. Perkins added that Sherman will be required to map the storm sewer system on GIS software that is updated on a regular basis.

Mr. Olson said the City of Sherman's goal is to meet the legal requirements, but they aren't trying to be the best. Council Member Wacker said an up-to-date map will be beneficial since Sherman is growing.

CITIZENS REQUESTS

There were no citizen's requests.

CITIZENS REQUESTS

MEDIA QUESTIONS

MERRY CHRISTMAS

Kathy Williams, Herald Democrat Reporter, wished everyone a Merry Christmas.

MERRY CHRISTMAS

COUNCIL COMMENTS

RECOGNIZE COUNCIL MEMBER'S FAMILY

Mayor Magers recognized Council Member Hughes' family in the audience and welcomed them to the meeting.

**RECOGNIZE
COUNCIL MEMBER'S
FAMILY**

MERRY CHRISTMAS

Council Members wished everyone a Merry Christmas and safe and happy holiday season. Council Member Smith reminded everyone to remember the "reason for the season."

MERRY CHRISTMAS

BENEFIT AND AUCTION

Council Member Hughes recently attended a benefit and auction for seven year old Lauren Sutton. Lauren has had many medical problems throughout the years. The event was spearheaded by Rick Bullock, Sherman Firefighter. Council Member Hughes praised the firemen that were involved with the benefit.

**BENEFIT &
AUCTION**

BOOK SIGNING

Council Member Hughes said Faith Church will sponsor a book signing featuring Ron St. Angelo, the photographer for "Greatest Team Ever: The Dallas Cowboys Dynasty of the 1990's."

BOOK SIGNING

AUSTIN COLLEGE ALUMNI APPOINTED HEAD COACH AT SOUTHERN MISSISSIPPI UNIVERISTY

Mayor Magers said his former teammate and Austin College Alumni Larry Fedora was appointed Head Football Coach at Southern Mississippi University recently.

**AUSTIN COLLEGE
ALUMNI**

CITY OF SHERMAN STAFF

Mayor Magers recently interfaced with City staff in the Solid Waste Department and the Code Enforcement Department as a private citizen. He said it was a positive experience and they all did a great job. Sherman has a great staff. He also expressed his thanks to the other City Council Members serving with him.

**CITY OF
SHERMAN STAFF**

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

EXECUTIVE SESSION

SECTION 551.071 -- CONSULTATION WITH CITY
ATTORNEY CONCERNING
LEGAL MATTERS AND
PENDING LITIGATION:
DISCUSS PROPOSED
SUBSTANDARD STRUCTURE
ORDINANCE

ADDENDUM
SECTION 551.087 -- DELIBERATIONS REGARDING
ECONOMIC DEVELOPMENT
NEGOTIATIONS:
DELIBERATE REGARDING
COMMERCIAL OR FINANCIAL
INFORMATION THAT THE CITY
HAS RECEIVED FROM BUSINESS
PROSPECTS AND DELIBERATE
ANY OFFERS OR INCENTIVES TO
THE BUSINESS PROSPECTS

On Motion duly made and carried, the Open Meeting
recessed and reconvened in Executive Session at 5:58 p.m.

On Motion duly made and carried, the Executive Session
recessed at 6:29 p.m. and reconvened in Open Meeting.

OPEN MEETING

Reconvene into Open Meeting and take action, if any, on
items discussed in Executive Session.

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at
6:30 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

Small MS4 Phase II Storm Water Program



City of Sherman



Summary

- Small cities are being required to comply with Phase II Storm Water regulations issued by TCEQ on August 13, 2007.
- The clock has started on the 180 days to submit application and plan.
- Deadline is February 11, 2008

What is required?

➤ A Written Plan that addresses how the City will protect storm water

- Six Program Areas:

- Public Education and outreach
- Public Involvement/Participation
- Illicit discharge detection and elimination
- Pollution prevention and good house keeping for municipal operations
- Construction Site runoff control
- Post-Construction storm water management in new development and redevelopment
- *Optional 7th measure for city construction activities

KEY CONCEPTS

➤ 5 Year Commitment:

- the written plan must be completed in FULL by August 2012

KEY CONCEPTS

➤ Annual Reports:

- must track progress and submit annual reports every November including November 2008.

KEY CONCEPTS

➤ Enforcement:

- TCEQ requires ordinances and enforcement with sanctions/remedial action for:
 - Illicit Discharge Detection and Elimination
 - Construction Site Storm Water Runoff Control
 - Post-Construction Storm Water Management

KEY CONCEPTS

➤ Inspections:

- Business, Industry, and Construction inspections are necessary to meet regulation standards and ensure compliance

KEY CONCEPTS

➤ Resources:

- Implementation of the written plan is not a one person job...
 - Council Support
 - Administrative Support
 - Financial Backing
 - Staff

How much will it cost to implement SWMP?

- Hard to say!
- Could be funded thru general fund or a stormwater utility fee
- Multiple studies have been done to create estimates:
 - Range from \$1.50 to \$8.00 per person per year
(Resource NCTCOG)

Time Line



Questions?



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. A.5

PROCLAMATION

“Dr. Martin Luther King, Jr. Day” – January 21, 2008

Issue

To present a proclamation designating Monday, January 21, 2008 as “Dr. Martin Luther King, Jr. Day”

Background

Each year, local organizations in the community sponsor events to celebrate Dr. Martin Luther King, Jr. Day.

Origination

The request for this proclamation originated with the City Manager’s Office.

Financial Consideration

There is no financial consideration to the City.

Staff Recommendation

It is the recommendation of the staff to present a proclamation proclaiming Monday, January 21, 2008 “Dr. Martin Luther King, Jr. Day”.

Alternatives

The Council could choose not to present the proclamation.

Attachments

A proclamation proclaiming “Dr. Martin Luther King, Jr. Day” is attached.

Prepared by:
Linda Ashby, City Clerk

Approved by:
George Olson, City Manager

SHERMAN



Proclamation

WHEREAS, Dr. Martin Luther King, Jr., clergyman and civil rights leader, worked by peaceful means to bring about social, political and economic equality for all Americans, and

WHEREAS, through many nonviolent demonstrations and marches, Dr. King was able to gain support for the struggle for equality, and

WHEREAS, in honor of Dr. King's efforts, a national holiday has been set aside to honor this great man and his accomplishments, and

WHEREAS, local organizations in Sherman sponsor several events to honor Dr. King and to recognize his accomplishments and the changes that are a result of his work.

NOW THEREFORE, I, Bill Magers, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim January 21, 2008

DR. MARTIN LUTHER KING, JR. DAY

in the City of Sherman and encourage all citizens to remember this great man and his contributions to the freedom that all persons of our nation enjoy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 7th day of January, 2008.

Mayor

ATTEST:

Linda Ashby
City Clerk





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. B.1

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5507

Amending the 2007-2008 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2007, through September 30, 2008

Issue

Appropriating additional funds to increase the fiscal year (FY) 2007-2008 budget for the General Fund by \$223,707.00 and the General Improvement Fund by \$100,000.00

Background

In the General Fund, this budget amendment relates to two items: 1) Homeland Security Grant equipment purchases, and 2) Geographic Information System (GIS) hardware, software, and consulting. Acceptance of the Homeland Security Grant funds was made at a previous Council meeting; however, appropriations to spend these funds were not initially budgeted as the budget had already been approved at this time. Proposed GIS spending is a new program. In the General Improvement Fund, the amendment relates to additional funding for expanding the scope of the Comprehensive Master Plan and the Stormwater/Floodwater Drainage Plan.

Origination

Robby Hefton, Assistant City Manager/CFO

Financial Consideration

This budget amendment will increase total authorized expenditures by \$323,707.00 for FY 2007-2008.

Staff Recommendation

The staff recommends approval of this ordinance.

Alternatives

Failure to approve this amendment would reflect that General Fund expenditures exceeded the authorized appropriations, which would violate the City Charter.

Attachments

Ordinance No. 5507

Budget Summary for General Fund and General Improvement Fund

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager

ORDINANCE NO. 5507

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE 2007-2008 BUDGET OF THE CITY OF SHERMAN, TEXAS, APPROPRIATING AND ALLOCATING ADDITIONAL FUNDS FOR THE PERIOD OF OCTOBER 1, 2007, THROUGH SEPTEMBER 30, 2008; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the 2007-2008 budget of the City of Sherman, Texas, be amended as shown below, appropriating and/or allocating the below-described funds in the amounts indicated:

1. General Fund: To appropriate an additional \$223,707 for the following: \$163,707 for the purchase of equipment through Homeland Security Grant funding; \$60,000 for purchase of hardware, software, and consulting services related to implementation of a Geographic Information System (GIS).
2. General Improvement Fund: To appropriate an additional \$100,000 for the following: \$50,000 for the Comprehensive Master Plan Update; \$50,000 for Stormwater/Floodwater Drainage Plan.

SECTION 2. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

INTRODUCED and ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____

BILL MAGERS, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY, CITY ATTORNEY

**General Fund
Summary of Receipts & Expenditures**

	Approved 2007-2008	Requested Amendment	Revised 2007-2008
Beginning Fund Balance	\$ 6,100,660		\$ 6,100,660
Receipts			
Property Taxes	7,500,000		7,500,000
Sales Taxes	11,086,709		11,086,709
Franchise Taxes	3,330,000		3,330,000
Other Taxes	113,000		113,000
Fines & Forfeitures	754,500		754,500
Recreation	278,500		278,500
Permits & Licenses	439,000		439,000
Rentals	5,650		5,650
Cemetery Sales and Services	164,000		164,000
Sales & Services	514,785		514,785
Ambulance Services	1,850,000		1,850,000
Interest	425,000		425,000
Grants and Miscellaneous	520,002	163,707	683,709
Total Revenues	26,981,146	163,707	27,144,853
Transfers In	2,095,938		2,095,938
Total Receipts	29,077,084	163,707	29,240,791
Total Funds Available	35,177,744	163,707	35,341,451
Expenditures			
Personnel	19,633,685		19,633,685
Supplies	1,145,038		1,145,038
Maintenance	1,156,424		1,156,424
Utilities	1,510,115		1,510,115
Contract Wages	335,910		335,910
Computer Services	387,900		387,900
Debt Service	211,885		211,885
Contractual and Sundry Services	1,734,662	19,300	1,753,962
Vehicle Usage	1,207,900		1,207,900
Equipment and Buildings	687,093	204,407	891,500
Transfer Out to Debt Service	481,750		481,750
Transfers Out- CIP Fund	1,700,000		1,700,000
Total Expenditures	30,192,362	223,707	30,416,069
Excess Receipts over Expenditures	(1,115,278)	(60,000)	(1,175,278)
Ending Fund Balance	\$ 4,985,382	\$ (60,000)	\$ 4,925,382
Target Fund Balance	4,749,677		4,786,969
Additional Fund Balance	235,705		138,413

**General Improvement Fund
Summary of Receipts & Expenditures**

	Approved 2007-2008	Requested Amendment	Revised 2007-2008
Beginning Fund Balance	<u>\$ 1,044,097</u>		<u>\$ 1,044,097</u>
Revenues:			
Transfers In	2,400,000		2,400,000
Bond Proceeds	10,300,000		10,300,000
Other Income	-	50,000	50,000
Investment Interest	25,000		25,000
Total Receipts	<u>12,725,000</u>	<u>50,000</u>	<u>12,775,000</u>
Total Funds Available	13,769,097	50,000	13,819,097
Expenditures:			
Stormwater/Floodwater Drainage Plan	-	50,000	50,000
Texoma Pkwy - Loy Lake Box Culvert	150,000		150,000
Harrison Storm Water Improvement	80,000		80,000
Aerial and Topographic Map Updates	170,000		170,000
Comprehensive Plan Study	200,000	50,000	250,000
Center Street Complex Planning	5,000		5,000
Hawn Park Upgrade	130,000		130,000
Pecan Grove Park Development - Phase I	400,000		400,000
Library Parking and Sidewalk	78,540		78,540
Old Settlers Park Restroom/Concession	200,000		200,000
Emergency Siren Replacement	195,000		195,000
Central Business District Rehabilitation Study	20,000		20,000
Park Mapping Project	50,000		50,000
Travis Street ROW- Taylor to Lamberth	50,000		50,000
Travis Street Overlay - Hwy 75 to Washington	111,500		111,500
Street Right-of-Way & Oversizing	50,000		50,000
UP R-O-W Purchase	575,000		575,000
Brockett St. - Grand to Travis	1,575,000		1,575,000
Total Expenditures	<u>4,040,040</u>	<u>100,000</u>	<u>4,140,040</u>
Ending Fund Balance	<u>\$ 9,729,057</u>	<u>\$ (50,000)</u>	<u>\$ 9,679,057</u>
Designated for Transportation	120,000		120,000
Designated for Bond Projects	7,750,000		7,750,000
Not Designated	1,859,057		1,859,057



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. B.2

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5508

Amending Chapter 3 of the Code of Ordinances, "Building Regulations," Article 3.06, "Housing Code," at Division 1, "Generally," and adding Division 2, "Dangerous Buildings"

Issue

To consider amending Chapter 3 of the Code of Ordinances, "Building Regulations," Article 3.06, "Housing Code," at Division 1, "Generally," and adding Division 2, "Dangerous Buildings"

Background

This proposed ordinance updates the Sherman City Code for the regulation of substandard structures in the City. The ordinance will enable City staff to go before the Standard Unsafe Building Code Board of Adjustments and Appeals and request that substandard structures be repaired, destroyed or secured, depending on the circumstances.

Origination

The City Attorney's Office

Staff Recommendation

The staff recommends that the Council adopt the proposed ordinance.

Alternatives

The Council could choose to not adopt the recommended amendments to the Building Regulations.

Attachments

Ordinance No. 5508

Prepared by:
Doreen E. McGookey, City Attorney

Approved by:
George Olson, City Manager

ORDINANCE NO. 5508

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES, "BUILDING REGULATIONS," ARTICLE 3.06, "HOUSING CODE", AT DIVISION 1, "GENERALLY," AND ADDING DIVISION 2, "DANGEROUS BUILDINGS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Article 3, "Building Regulations" shall be amended at Article 3.06 "Housing Code" as follows:

ARTICLE 3.06 HOUSING CODE

Division 1. Generally

Sec. 3.06.001 Penalty for violations

Violations of this ~~article~~ *division* are punishable as provided in section 1.01.009.

Sec. 3.06.002 Adopted

- (a) The Standard Housing Code, 1997 edition is adopted by reference.
- (b) It shall be unlawful for the owner, occupant, manager or person in control of real property used as a residence, to occupy or cause or permit the occupancy of the residence without having running water and sanitary sewer services.

~~Sec. 3.06.003 Unsafe building abatement code adopted~~

- ~~(a) The Standard Unsafe Building Abatement Code, 1985 edition, is adopted by reference.~~
- ~~(b) The following additions, amendments and/or deletions to the 1985 edition of the Standard Unsafe Building Abatement Code are hereby adopted:~~

~~(1) Chapter 1, Section 105.1 is hereby amended to read as follows:~~

~~105.1 Appointment.~~

~~A board of adjustments and appeals shall be established for the express purpose of providing for the final interpretation of the provisions of this code. The board shall consist of three (3) members and two (2) alternates who are not employees of the jurisdiction having authority and shall be appointed by the chief appointing authority. The composition of the board shall be architects, engineers, real property owners, or~~

~~members at large from the electrical, plumbing, air conditioning, construction or housing industry.~~

~~(2) Chapter 1, section 105.3 is hereby amended to read as follows:~~

~~105.3 Quorum.~~

~~Two (2) members of the board shall constitute a quorum. In varying the application of any provisions of this code or in modifying an order of the building official, affirmative votes of the majority present, but not less than two affirmative votes, shall be required. A board member shall not act in a case in which he has a personal interest.~~

~~(3) Chapter 2, Section 202 is hereby amended to read as follows:~~

~~202 Definitions.~~

~~Building official—The housing official or the officer or other designated authority charged with the administration and enforcement of this code, or his duly appointed representative.~~

Division 2. Dangerous Buildings

Sec. 3.06.010 Definitions

The words and phrases contained herein shall have the following meaning ascribed to them unless the context states otherwise:

(a) Board. *Means the Standard Unsafe Building Code Board of Adjustments and Appeals.*

(b) Building. *Includes, but is not limited to, any building, fence, awning, canopy, sign, shed, garage, house, tent, trailer or other structure whatsoever.*

(c) Dangerous Building. *Any building that does not comply with the minimum standards, as defined herein.*

(d) Minimum Standards. *The minimum standards for continued use and occupancy of a building as set forth in Section 3.06.003 herein.*

(e) Owner of Record. *Any person, agent, firm, corporation or governmental agency shown to be the owner or owners of a building in:*

(1) the real property, assumed name, or appraisal district record of Grayson County;

(2) the tax or utility records of the City of Sherman; or

(3) the records of the secretary of State of Texas.

(f) Public Nuisance.

- (1) whatever is dangerous to human life or health; whatever renders the ground, water, air or food hazardous to human life, or health, or that is offensive to the senses; or that is or threatens to become detrimental to the public health; or
- (2) any building that creates a hazard to health, safety, comfort or welfare is a public nuisance.

Section 3.06.011 *Standard Unsafe Building Code Board of Adjustments and Appeals.*

(a) A Standard Unsafe Building Code Board of Adjustments and Appeals. ("Board") is hereby created and established for the express purpose of providing for the final interpretation and implementation of the provisions of this Article. The Board shall consist of three (3) members and two (2) alternates who are not employees of the jurisdiction having authority and shall be appointed by the Council. The composition of the Board shall be architects, engineers, real property owners, or members at large from the electrical, plumbing, air-conditioning, construction or housing industry.

(b) Two (2) members of the board shall constitute a quorum. In the application of any provisions of this code, affirmative votes of the majority present, but not less than two affirmative votes, shall be required. A board member shall not act in a case in which he has a personal interest.

Sec 3.06.012 *Abatement of Dangerous Buildings*

(a) It shall be unlawful for any owner, occupant, or other person in control of a building to allow that building to be in a condition that does not conform to the minimum standards.

(b) Any building that does not conform to the minimum standards is hereby declared to be a public nuisance and shall be abated by vacation, relocation of occupants, repair, demolition, or removal as necessary upon the issuance of an order to abate issued by the Board in accordance with the procedures specified in this article.

Sec. 3.06.013 *Minimum Standards*

(a) A building is considered not to meet the minimum standards of the City of Sherman for continued use and occupancy of a building, regardless of its date of construction, under any of the following conditions:

- (1) Any building that is dilapidated, substandard, or unfit for human habitation and a hazard to public health, safety and welfare; including, but not limited to:
 - (A) any building with roof, ceiling, floors, walls, sills, windows, or foundation or any combination thereof, rotted or decayed, and falling apart; or that is uninhabitable due to obsolescence and deterioration caused by neglect, vandalism, fire damage, old age, or the elements;
 - (B) any building intended for human occupancy that is in danger of falling and injuring persons or property;

(C) any building that is a fire menace because it is in a dilapidated condition, as described in (A) and (B) above or that is likely to become a fire menace or be set on fire;

(D) any building that is in unsanitary condition and is likely to create disease because of the presence of insects, rodents or vermin;

(E) any building that is damp and in unsanitary condition and is likely to create disease and sickness because of being in the condition in (A), (B), (C) or (D) above, or for other reasons;

(2) Any building that is not occupied by its owners, lessees or other invitees and is not secure from unauthorized entry so that it could be entered or used by vagrants, other uninvited persons or children regardless of its structural condition.

(3) Any building that is boarded up, fenced or secured if:

(A) the building constitutes a danger to the public even though secured from entry; or

(B) the means used to secure the building are inadequate to prevent unauthorized entry or use of the building.

Sec. 3.06.014 Inspection and Notice of Abatement

(a) The city manager shall designate an appropriate official of the city to inspect or cause to be inspected any building that he has probable cause to believe does not meet the minimum standards. If the inspecting official is unable to obtain permission to search the building from the owner or a person in control of the premises, the city shall apply for an administrative search warrant pursuant to Texas Code of Criminal Procedure section 18.05, as amended, unless an exception to the warrant requirement exists.

(b) After completing the inspection, the inspecting official shall determine if the building is a dangerous building.

(c) After an initial determination that a building is a dangerous building, the inspecting official will notify the owner of record of the building, by certified mail, return receipt requested, of the nature of the violation(s) of the minimum standards.

(d) The inspecting official shall also notify the owner of record of the building that the building is dangerous and that the owner must vacate and/or repair, demolish, or remove the building for the good of the public health, safety and welfare.

(e) A notice shall be posted on the dangerous building as follows:

"THIS BUILDING IS DANGEROUS ACCORDING TO THE MINIMUM STANDARDS SET FORTH IN THE OFFICIAL CODE OF THE CITY OF SHERMAN, CHAPTER 3, ARTICLE 3.06 AND THE OWNER MUST REPAIR, DEMOLISH OR REMOVE IT.

CONTACT _____ AT _____ FOR FURTHER INFORMATION.
DATE: _____”

Sec. 3.06.015 Authority to Secure Building

- (a) The city may secure a building that it determines does not meet the minimum standards and is unoccupied or occupied only by persons who do not have a right to possess the building.
- (b) Before the 11th day after the date the building is secured, the city shall give notice to the owner of record by:
- (1) personally serving the owner with written notice;
 - (2) depositing the notice in the United States mail by certified mail, return receipt requested, and addressed to the owner at the owner's last known address;
 - (3) publishing the notice at least twice within a ten day period in a newspaper of general circulation in Grayson County if personal service cannot be obtained and the owner's post office address is unknown; or
 - (4) posting the notice on or near the front door of the building if personal service cannot be obtained and the owner's post office address is unknown.
- (c) The notice shall contain an identification of the building and the property on which it is located, a description of the existing violation(s) of the minimum standards, and a statement that the municipality will secure or has secured the building.
- (d) The notice shall also state that the owner may request a hearing about any matter related to the city's securing of the building, and that if such a hearing is requested, it shall be held pursuant to Texas Local Government Code section 214.0011(e), as amended.

Sec. 3.06.016 Notice of Public Hearing

- (a) If the owner does not reply or take action within fifteen (15) days from the date the notice was mailed, the inspecting official shall request that the Standard Unsafe Building Code Board of Adjustments and Appeals (the "Board" herein) hold a public hearing to determine whether the building complies with the minimum standards set forth in this article. The Board shall then order a public hearing.
- (b) When the Board orders a public hearing, the city shall make a diligent effort to discover the identity and address of the owner(s) of record and any lienholders or mortgagees of the building and the underlying property.
- (c) The city shall notify each owner, lienholder, or mortgagee by personal delivery or by certified mail, return receipt requested, and notify any unknown owners by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front door as practicable, that the Board will hold a public hearing in reference to the building and that the interested party may appear at the public hearing, be heard, and present evidence in reference to the condition of the building.

(d) The notice shall further advise the owner, lienholder, or mortgagee or unknown owner that it will have the burden of proof at such hearing and will be required to submit at the hearing proof of the scope of any work that may be required to make the building comply with the ordinance and the amount of time it will take to reasonably perform the work.

(e) The city may also file a notice of the public hearing in the official public records of real property in Grayson County. The notice must contain the name and address of the owner of the property (if it can be determined from a reasonable search of county records), a legal description of the affected property and a description of the hearing.

Sec. 3.06.017 Order to Abate

(a) If the Board finds at the public hearing that the building is in violation of the minimum standards, the Board shall require the owner, lienholder, or mortgagee to complete the following within thirty (30) days:

(1) secure the building from unauthorized entry;

(2) repair, demolish or remove the building unless the lienholder, or mortgagee establishes at the hearing that the work cannot reasonably be performed within thirty (30) days.

(b) If the Board finds at the public hearing that the building is in violation of the minimum standard and the building is occupied, the Board may order the relocation of the occupants within a reasonable time.

(c) The city shall promptly serve by personal delivery or by certified mail, return receipt requested, a copy of any order issued pursuant to subsection (a) of this section, to the owner of record of the building and to any lienholder or mortgagee along with a notice containing:

(1) an identification of the building and the property on which it is located;

(2) a description of the violation(s) of the minimum standards; and

(3) a statement that the municipality will secure, vacate, repair, remove or demolish the building if the ordered action is not taken by the owner within a reasonable time.

(d) The order shall allow the owner thirty (30) days to complete the ordered action, unless the Board determines from the evidence presented at the public hearing that additional time is required. If the Board allows more than thirty (30) days to repair, remove or demolish the building, it shall establish specific time schedules for the commencement and performance of the work and require the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry until the work is completed.

(e) The order shall also state that any lienholders or mortgagees of the building and/or the underlying property shall have an additional thirty (30) days to complete the ordered action if the owner fails to comply within the time allotted in subsection (c) above.

(f) The Board may not allow the owner, lienholder or mortgagee more than ninety (90) days to complete any part of the work required to repair, remove or demolish the building unless the

requirements of Texas Local Government Code section 214.001 (j) and section 214.001(k), as amended, are met.

Sec. 3.06.018 Filing and Publication of Order

Within ten (10) days following the date that an order is issued, the city shall:

- (1) file a copy of the order in the office of the city clerk of the City of Sherman; and
- (2) publish in a newspaper of general circulation in the City of Sherman a notice containing the following:
 - (A) the street address or legal description of the property;
 - (B) the date the hearing was held;
 - (C) a brief statement indicating the results of the order; and
 - (D) instructions stating where a complete copy of the order may be obtained.

Sec. 3.06.019 Appeals

Any owner, lienholder or mortgagee of record of a property jointly or severally aggrieved by an order of the Board under this article shall be entitled to judicial review of said order pursuant to Texas Local Government Code section 214.0012, as amended.

Sec. 3.06.020 Penalty

Any person convicted of violating any provision of this division shall be guilty of a Class C misdemeanor and shall be subject to a fine in accordance with the general penalty provision found in Section 1.01.009 of this code. Each day or fraction of a day such violation continues shall constitute a separate offense.

Sec. 3.06.021 Civil Penalties and Liens

(a) If an owner or other interested party does not vacate, secure, repair, remove, demolish, or relocate occupants of a building within the time allotted in an order issued pursuant to this article, the city may take the ordered action at its expense at the direction of the city manager.

(b) As an alternative to subsection (a) the Board may assess a civil penalty against the property owner for failure to repair, remove or demolish the building. The Board shall mail a notice of penalty by certified mail, return receipt requested, to the property owner advising the amount and duration of the penalty, the date on which it is due, and notice that failure to pay said penalty shall result in a lien being placed on the property.

(1) If a civil penalty is assessed by the Board and the city repairs the building, such repairs shall only be to the extent required to meet minimum standards and only if the building is a residential building with ten (10) or fewer dwelling units.

(c) Any expenses incurred by the city pursuant to subsection (a) of this section, and any civil penalties incurred by the owner pursuant to subsections (b) of this section will be assessed

against the property on which the building stands or stood. The city will have a privileged lien upon filing same in the official public records of the Grayson County Clerk subordinate only to tax liens against the property unless it is a homestead as protected by the Texas Constitution. The lien will be extinguished if the property owner or other interested party reimburses the city for all expenses and penalties.

Sec. 3.06.022 Receiver

The city may bring an action in district court against an owner of residential property that is not in substantial compliance with the minimum standards and request the appointment of a receiver for purposes of rehabilitating the property in accordance with Texas Local Government Code section 214.003, as amended.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
BILL MAGERS, MAYOR

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY, CITY ATTORNEY



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. B.3

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5509

Providing for Permanent “No Parking” Signs Restricting Parking along the South Side of West McGee Street, Commencing West of Highland Street and Extending Westerly to a Point East of Newman Street, within the City Limits of the City of Sherman

Issue

Approval of an ordinance that prohibits parking along the south side of McGee Street in portions of the 1000 and 1200 blocks and in the entire 1100 block

Background

Due to the curves and width of the street in this section of McGee Street, staff’s original proposal was for the adoption of an ordinance providing for “No Parking” along both sides West McGee Street in the area of the curves. After this item was tabled at the July 16th Council meeting, the Police and Public Works Departments met with McGee Street residents affected by the proposed parking change. Issues were discussed and a modified approach of allowing parking on one side of the street only was reached. Since the July 16th meeting, two letters in support of the proposed “No Parking” have been received and are attached.

Origination

Police Department and Public Works Department

Financial Consideration

Approximately \$1,000 has been spent to date to install “No Parking” signs.

Staff Recommendation

Adoption of an ordinance to restrict parking along portions of the south side of McGee Street, in the 1000, 1100 and 1200 blocks

Alternatives

Those as may be recommended by the City Council

Attachments

Ordinance No. 5509

Letters in Support

Location Map

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager

ORDINANCE NO. 5509

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT “NO PARKING” SIGNS RESTRICTING PARKING ALONG THE SOUTH SIDE OF WEST MCGEE STREET, COMMENCING WEST OF HIGHLAND STREET AND EXTENDING WESTERLY TO A POINT EAST OF NEWMAN STREET, WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR A REPEALER; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the passage of this ordinance, permanent “NO PARKING” signs shall be in place at the following location within the corporate limits of the City of Sherman:

Along the south side of West McGee Street, commencing west of Highland Street and extending westerly to a point east of Newman Street; as shown by the location map attached hereto as Exhibit “A” and incorporated herein for all purposes.

SECTION 2. That the Director of Public Works is directed to designate this action by the appropriate markings and signs.

SECTION 3. That, from and after the erection of the “NO PARKING” signs herein authorized, it shall be unlawful for any motorist to park a vehicle in such area designated as a “NO PARKING” zone. Violators of this ordinance shall be subject to fine as provided in Section 1.01.009 of the Code of Ordinances of the City of Sherman, Texas.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2008.

ADOPTED on this the _____ day of _____, 2008.

EFFECTIVE DATE on this the _____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

MR. SHANKLES,

8-10-07

The "NO PARKING SIGNS" in the
1100 and 1200 blocks of West Mc Bee
need to remain. public safety
should always remain a priority.

George S. King, Jr.
George S. King, JR
1206 W. Mc Bee

phone #
903892-1952

SHERMAN, TEXAS
8/10/07

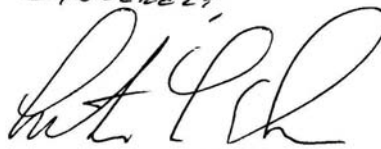
MR. JEFFREY R. MILLER
DIRECTOR OF PUBLIC WORKS
P.O. Box 1106
SHERMAN, TEXAS 75091-1106

Dear Mr. Miller:

THANKS TO SHERMAN FOR
INSTALLING THE "NO PARKING" SIGNS
IN THIS PART OF Mc GEE STREET.

BECAUSE OF THE SIGNS, THIS
AREA WILL BE MUCH SAFER.

Sincerely,



ARTHUR L. DECKER
1209 W. Mc GEE ST.
SHERMAN, TX 75092

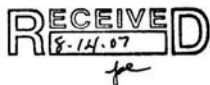
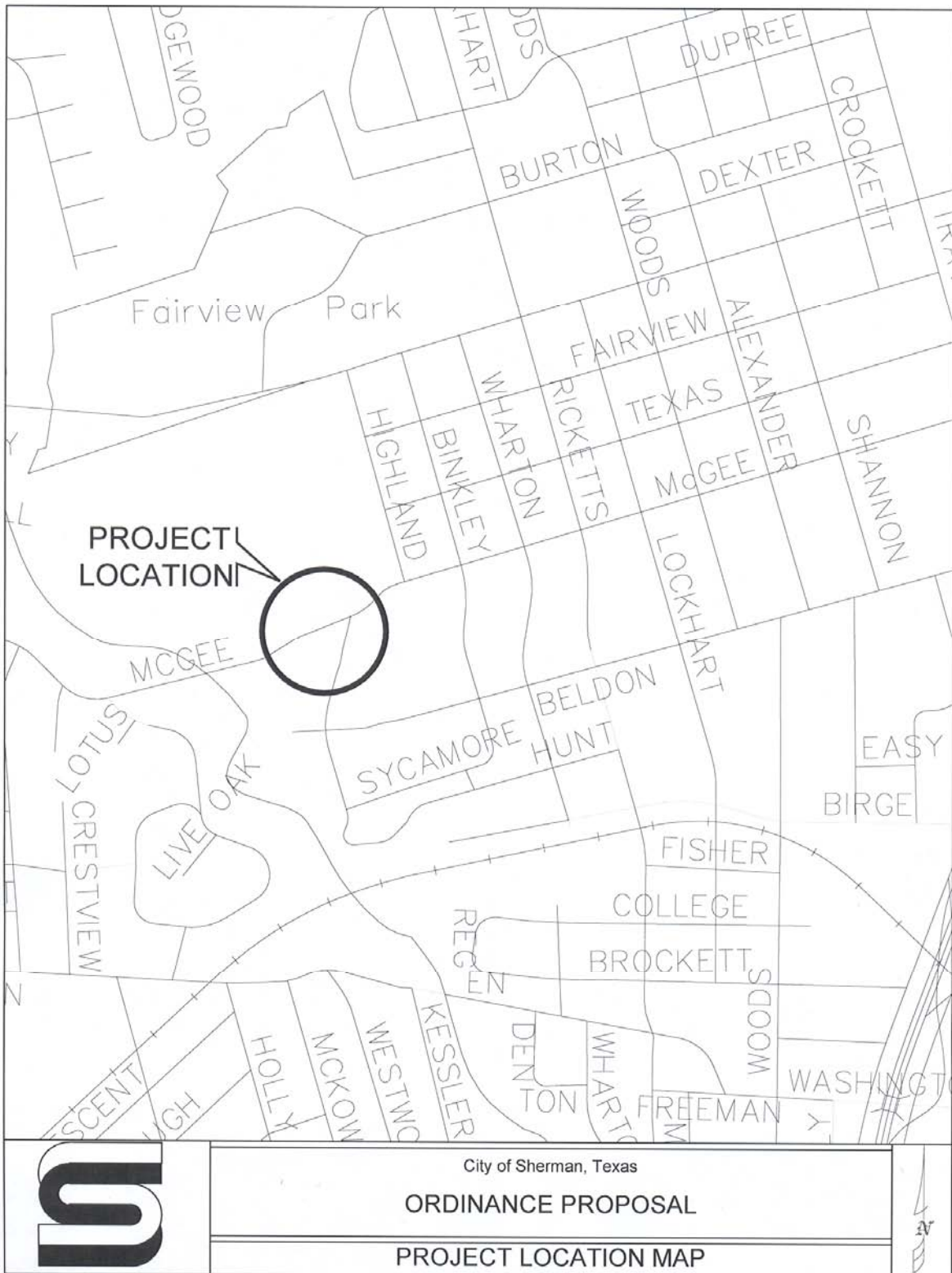


Exhibit "A"





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. B.4

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5507, 5508 and 5509

B.1 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5507

Amending the 2007-2008 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2007, through September 30, 2008

B.2 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5508

Amending Chapter 3 of the Code of Ordinances, "Building Regulations," Article 3.06, "Housing Code," at Division 1, "Generally," and adding Division 2, "Dangerous Buildings"

B.3 INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5509

Providing for Permanent "No Parking" Signs Restricting Parking along the South Side of West McGee Street, Commencing West of Highland Street and Extending Westerly to a Point East of Newman Street, within the City Limits of the City of Sherman



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. B.5

CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

C.4 * RESOLUTION NO. 5142

Authorizing the Purchase of Communications Equipment through the Houston-Galveston Area Council of Governments (H-GAC) for the Sherman Fire Department, Funded by State Homeland Security Grant Funds

C.5 * RESOLUTION NO. 5143

Authorizing the Purchase of a Restroom/Concession Building for Old Settlers Park through the Texas Building and Procurement Commission's Multiple Award Schedule Program (TXMAS)

C.6 * RESOLUTION NO. 5144

Awarding a Bid to Sam Pack's Five Star Ford through the Texas Building and Procurement Commission (TBPC) Government Contract for the Purchase of Four 2008 Ford Crown Victoria Police Interceptor Vehicles

C.7 * RESOLUTION NO. 5145

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1919 East Cole Street

C.8 * RESOLUTION NO. 5146

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 701 East Sycamore Street

C.9 * RESOLUTION NO. 5147

Authorizing the Execution of an Agreement with Barton Capital, LTD. for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 712 South Montgomery Street

D.1 * REQUEST TO ADVERTISE

Sherman Municipal Airport Mowing

D.5 * OTHER BUSINESS

Site Plan Approval for Tyson Fresh Meats under Ordinance No. 2252, Article IV, Section 410(2)(j) and Section 510 of the Code of Ordinances to Extend the Parking Area for Trailer Storage in the Blalock Industrial Park District at 4700 U.S. Highway 75 South

D.6 * OTHER BUSINESS

Site Plan Approval for Progress Rail Services under Ordinance No. 2252, Article IV, Section 410 (2)(j), an Exception to Ordinance No. 2252, Article IV, Section 410 (2)(g)(2) to Allow a 33 Foot Side Yard Setback for a Detached Building and a 43 Foot Side Yard Setback for a Concrete Pad; and an Exception to Ordinance No. 2252, Article IV, Section 410 (2) (m) to Allow Painted “R” Type Panels on a New Detached Manufacturing Building in the Blalock Industrial Park District at 525 Progress Drive

D.7 * OTHER BUSINESS

Final Plat Approval of the Home Hospice of Grayson County Addition, a Replat of Lots 1-5 and part of Lots 16-20, Block 2 of Post Oak Addition; Home Hospice of Grayson County, Owner (505 West Center Street)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. C.1

RESOLUTION NO. 5139

**Authorizing Execution of an Agreement between the City of Sherman
and the Sherman Economic Development Corporation (SEDCO)
for Water and Sewer Infrastructure at U.S. Highway 75 and F.M. 691**

Issue

Approval of an agreement with the Sherman Economic Development Corporation (SEDCO) to provide indirect funding for the extension of water and sewer mains on Highway 75

Background

The Council approved funding for the extension of water and sewer services on Highway 75 north to Highway 691 as part of the fiscal year (FY) 2007-2008 budget process. Since this project was viewed as a major economic development initiative, the Council requested that SEDCO fund the project. The project will be initially constructed using debt issued through the Greater Texoma Utility Authority (GTUA). This agreement provides for SEDCO to reimburse the City for the annual debt service requirements resulting from the GTUA bonds.

Origination

Robby Hefton, Assistant City Manager/CFO

Financial Consideration

This contract is expected to provide about \$280,000.00 annually in revenue from SEDCO to offset the debt service costs.

Staff Recommendation

The staff recommends approval of this funding agreement as presented.

Alternatives

As may be requested by Council

Attachments

Resolution No. 5139

Project Contract

Location Map

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

RESOLUTION NO. 5139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE SHERMAN ECONOMIC DEVELOPMENT CORPORATION (SEDCO) FOR WATER AND SEWER INFRASTRUCTURE AT U.S. HIGHWAY 75 AND F.M. 691; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with the Sherman Economic Development Corporation for water and sewer infrastructure at U.S. Highway 75 and F.M. 691, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

PROJECT CONTRACT

THIS PROJECT CONTRACT ("Project Contract") is by and between the City of Sherman, Texas (the "City"), a home-rule municipality created, existing, and organized under the laws of the State of Texas, and the Sherman Economic Development Corporation (the "Corporation"), a nonprofit corporation created, existing, and organized under the laws of the State of Texas, particularly Section 4A of the Development Corporation Act of 1979, Article 5190.6 of the Revised Civil Statutes of Texas, as amended.

WITNESSETH

WHEREAS, in accordance with the provisions of Section 4A of the Development Corporation Act of 1979, Article 5190.6 of the Revised Civil Statutes of Texas, as amended (the "Act"), an election was duly held and conducted in the City on the 7th day of November, 1995, to submit a proposition to the voters of the City on the question of the adoption of a sales and use tax within the City at a rate of 3/8 of one percent for the promotion and development of new and expanded business enterprises (the "Sales Tax"); and

WHEREAS, the proposition submitted to the voters of the City at said election was duly approved, and thereafter the City created the Corporation as authorized by the Act and a certificate of incorporation for the Corporation was issued by the Secretary of State of Texas; and

WHEREAS, the Corporation and the City have found and determined and does hereby find and determine that a project involving the construction of sewer system improvements and extensions, to wit: wastewater treatment plant improvements, sewer rehabilitation and other sewer system appurtenances as necessary (the "Project") by the Greater Texoma Utility Authority (the "Authority") for the City, pursuant to the Contract for Water Supply and Sewer Service (the "Contract for Water Supply and Sewer Service") between the Authority and the City, is required and suitable to promote and develop new and expanded business enterprises in accordance with the Act; and

WHEREAS, Section 4A of the Act provides that the receipts from the Sales Tax for the benefit of the Corporation may be used to pay the costs of a "project" described in Subsection 2(11) of the Act; and

WHEREAS, the City Council of the City and the Board of Directors of the Corporation have determined to undertake the Project and both the City Council of the City and the Board of Directors of the Corporation find that the Project is within the definition of "project" described in Subsection 2(11) of the Act, and the receipts of the Sales Tax delivered to the City pursuant to this Project Contract shall be used only to pay the costs of the Project, in the manner set forth herein; and

WHEREAS, after considering the options available to finance the costs of the Project, the City Council of the City and the Board of Directors of the Corporation have further determined that the best and most cost-effective financing option would be for the Authority to issue bonds secured by the City's obligation to make payments pursuant to the Contract for Water Supply and Sewer Service; and

WHEREAS, to assist in providing financing for the Project, the Corporation has agreed to pay all of the costs of the Project by remitting to the City from the receipts of the Sales Tax

each year an amount equal to 100% of the principal and interest requirements for the bonds issued by the Authority for the benefit of the City in each year such bonds are Outstanding (as defined herein); and

WHEREAS, the City will be required to use, and shall use, the moneys paid to the City by the Corporation to defray the City's obligations to the Authority with respect to the bonds issued by the Authority to finance the Project; and

WHEREAS, the parties hereto find it necessary and advisable to enter into this Project Contract with respect to the Project to set forth the duties and responsibilities of the respective parties for the implementation and funding of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, and subject to the conditions herein set forth, the City and the Corporation agree as follows:

Section 1. DEFINITIONS AND INCORPORATION OF PREAMBLES. The terms and expressions used in this Project Contract, unless the context shows clearly otherwise, shall have meanings set forth herein, including terms defined in the Preambles hereto, which Preambles are incorporated herein and made a part hereof for all purposes.

Section 2. FINANCING OF THE PROJECT. The parties agree and understand the costs of the Project, including all professional services, construction costs, equipment costs, and improvements contemplated, are to be paid from the proceeds of sale of bonds to be issued and sold by the Authority in a principal amount currently anticipated to be \$3,710,000 (the "Bonds"). The City agrees that the moneys remitted to it by the Corporation pursuant to Section 3 of this Project Contract will be deposited immediately upon the City's receipt of such moneys from the Corporation into a special fund of the City, and such moneys will be held and used only to pay the City's obligations under its Contract for Water Supply and Sewer Service with the Authority to provide a portion of the funds for payment of the Bonds.

Section 3. OBLIGATION OF THE CORPORATION. The Corporation agrees to pay to the City in each year while Bonds are Outstanding, from the receipts of the Sales Tax, 100% of the principal of and interest on the Bonds as the same shall become due and payable. Upon a firm delivery date being established for the Bonds, the City agrees to notify the Corporation of such date and confirm such delivery date in writing. As soon as possible following the issuance and sale of the Bonds, the City shall furnish the Corporation a debt retirement schedule for such Bonds. On or about 45 days prior to the next succeeding interest payment date for the Bonds, the City will notify the Corporation of the amount due from the Corporation on such interest payment date, taking into account any funds which the City has allocated to the payment of such debt retirement. Upon being furnished with such notice, the Corporation agrees to pay to the City on or before the 30th day preceding such interest payment date, the amount so indicated in the notice from the City.

The Corporation further agrees the payments due hereunder to the City to be used by the City to pay the Authority, which, in turn, will use such payments for the payment of the debt service on the Bonds (including prepayments), will be incorporated and included the Corporation's annual budget, as adopted or amended.

Section 4. CONSTRUCTION CONTRACTS. The Corporation shall have no liability with respect to the construction, operation, or maintenance of the Project or with respect to the

payment of the Bonds other than to make the payments to the City herein contemplated from the Corporation's receipts from the Sales Tax levied for the Corporation's benefit.

Section 5. PROJECT OWNERSHIP, OPERATION, AND MAINTENANCE. The ownership of the Project and the responsibility for its operation and maintenance shall be as set forth in the Contract for Water Supply and Sewer Service. As specified in Section 4, the Corporation shall have no Project ownership, control, operation, or maintenance; the obligations of the Corporation solely relate to assisting in the financing of the Project, as specified in this Agreement.

Section 6. PROJECT FINANCING, CONSTRUCTION, AND COMPLETION. The City agrees to use its best efforts to cause the Authority to proceed promptly with the issuance of the Bonds, to cause the Authority to proceed with due diligence with the letting of the construction contracts for the Project and the construction thereof as soon as practicable. The Corporation shall not be liable for any damages caused by any delays in completion of the Project or any additional costs in reference to the Project.

Section 7. FORCE MAJEURE. If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Project Contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

Section 8. REGULATORY BODIES. This Project Contract shall be subject to all valid rules, regulations, and laws applicable thereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 9. TERM OF CONTRACT. The term of this Project Contract shall be for the period during which the Bonds are Outstanding. "Outstanding" means, as of the date of determination, all Bonds theretofore issued and delivered under the resolution authorizing the Bonds (or obligations issued to refund the Bonds) except those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation, those Bonds deemed to be duly paid by the Authority in accordance with the provisions of the applicable resolution by the deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities (as defined in the applicable resolution) or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or

redemption, as the case may be, provided that if such Bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to the applicable ordinance or irrevocably provided to be given to the satisfaction of the Paying Agent/Registrar or waived, and those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Corporation and the City, acting under authority of their respective governing bodies have caused this Project Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the ____ day of _____, 2008, which is the date of this Project Contract.

**SHERMAN ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Chairman, Board of Directors

ATTEST:

Secretary, Board of Directors

(Seal)

CITY OF SHERMAN, TEXAS

By: _____
Mayor

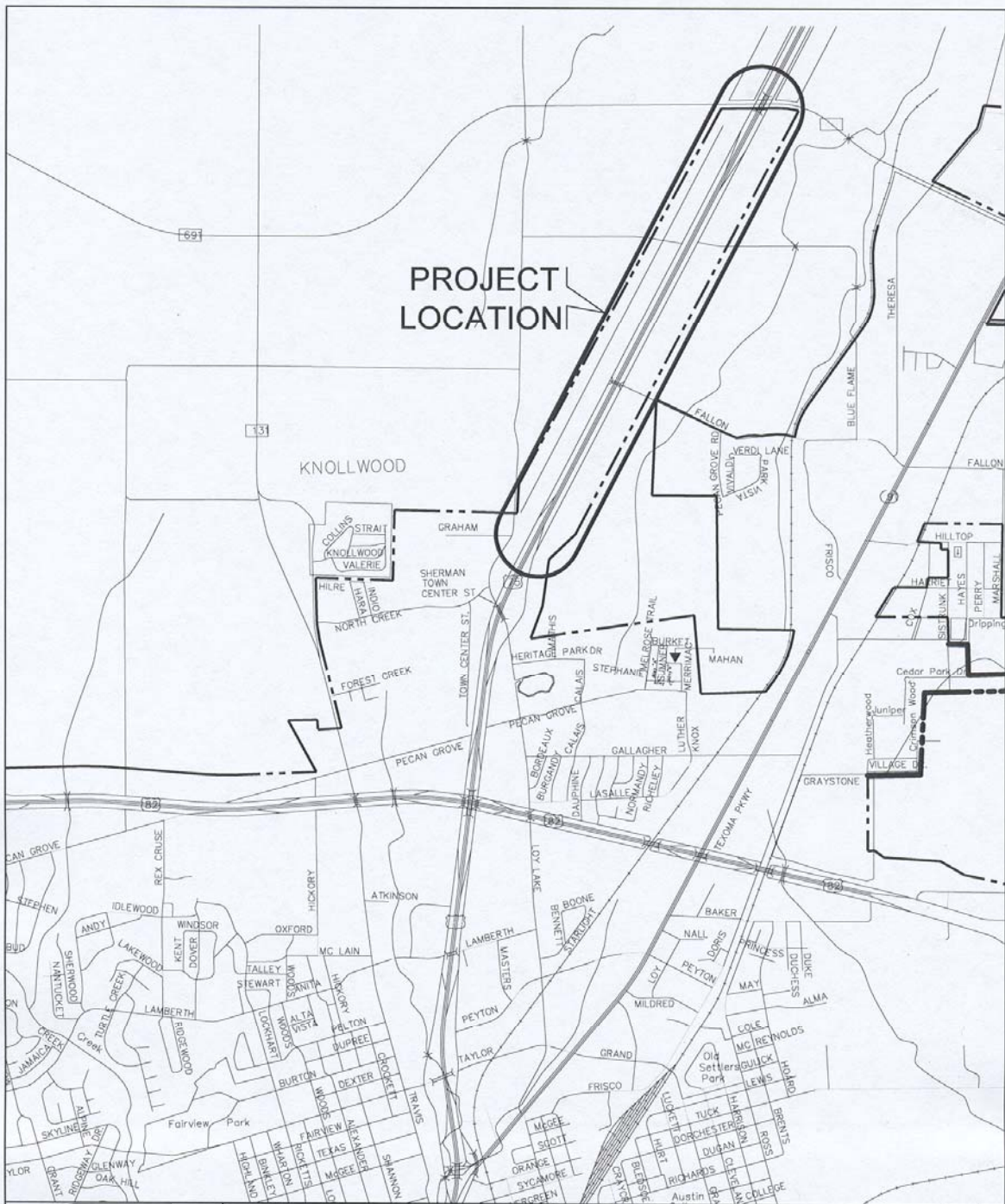
ATTEST:

City Clerk

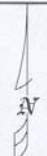
(City Seal)

Approved:

City Attorney



City of Sherman, Texas
**U.S. HIGHWAY 75 NORTH
 WATER MAIN EXTENSION PROJECT**
PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. C.2

RESOLUTION NO. 5140

Authorizing Execution of a Contract with First Southwest Company for Financial Advisory Services

Issue

Execution of a contract with First Southwest Company (FSC) for Financial Advisory Services

Background

From November 2004 to December 2007, the City used Southwest Securities as its Financial Advisor for matters related to debt issuance. Prior to that time, and for many years, the City used FSC for these services. FSC is by far the industry leader in municipal debt issuance, both in number of transactions and in amounts issued. Further, Greater Texoma Utility Authority (GTUA) uses FSC as its Financial Advisor; and GTUA issues debt in its name on behalf of the City. The staff is proposing to engage FSC based on FSC's leadership in the market, the City's prior experience with FSC, and on re-establishing continuity of service between GTUA and the City.

Origination

Assistant City Manager/CFO

Financial Consideration

Fees in the proposed contract are due only when debt is issued with FSC's assistance. The proposed fee schedule is identical to the one in the previous contract with FSC.

Staff Recommendation

The staff recommends this resolution and contract be approved.

Alternatives

Because of the timing on our upcoming debt issues, no viable alternative exists at this time.

Attachments

Resolution No. 5140

Financial Advisory Agreement

Prepared by:

Robby Hefton, Assistant City Manager/CFO

Approved by:

George Olson, City Manager

RESOLUTION NO. 5140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT WITH FIRST SOUTHWEST COMPANY FOR FINANCIAL ADVISORY SERVICES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute a contract with First Southwest Company for financial advisory services, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

**_____
DOREEN E MCGOOKEY,
CITY ATTORNEY**

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF SHERMAN**, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City or Issuer", and **FIRST SOUTHWEST COMPANY**, a **DELAWARE** Corporation, hereinafter referred to as "Consultant or FSC", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Consultant for professional services of the Consultant to advise the City regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by or issued on behalf of the City during the period of this Agreement in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such consulting services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Consultant.** The City hereby agrees to retain the Consultant to perform professional consulting services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.
3. **Compensation and Method of Payment.** The parties agree that Consultant shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "A". The contract amount specified in Exhibit "A" shall not be exceeded without the written permission of the City.
4. **Insurance.** Prior to commencement of the work Consultant shall provide a current certificate of insurance to City demonstrating that Consultant has in effect worker's compensation coverage, automobile liability coverage, professional and general liability coverage, listing City as a named insured and providing a minimum of \$1,000,000 coverage per occurrence and aggregate.
5. **Indemnity.** CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES

(INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY CONSULTANT AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF CONSULTANT, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE. This Agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to, governmental immunity, that would otherwise be available to the City against claims arising from the exercise of governmental powers and functions.

6. **Independent Contractor.** Consultant is an independent contractor and not an officer, agent, servant or employee of City. Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

7. **Complete Contract.** This Agreement, including Exhibit "A", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8. **Mailing of Notices.** Unless instructed otherwise in writing, Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City Manager
P.O. Box 1106
Sherman. Tx. 75090

City agrees that all notices or communications to Consultant permitted or required under this Agreement shall be addressed to Consultant at the following address:

Garry Kimball
First Southwest Company
300 West 6th Street, Suite 1940
Austin, Texas 78701

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

9. **Special Terms or Conditions:**

Section VI, Paragraph 1: Deleted in its entirety.

10. **Miscellaneous.**

A. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

C. **Severability.** In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

D. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

**CONSULTANT: FIRST SOUTHWEST
COMPANY**
A Delaware Corporation

George Olson
City Manager

BY: _____
Hill A. Feinberg,
Chairman and CEO

DATE:

DATE:

Attest: City Clerk

ATTEST:

By: _____
Linda Ashby

By: _____
Printed Name: _____

APPROVED AS TO FORM:

Doreen E. McGookey
CITY ATTORNEY

FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the "Agreement") is made and entered into by and between the City of Sherman ("Issuer") and First Southwest Company ("FSC") effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of FSC to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by or issued on behalf of the Issuer (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, FSC is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and FSC, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, FSC agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to FSC the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of Issuer, FSC shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the Issuer to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This

survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed rate increases and additional revenues, as projected by consulting engineers employed by the Issuer, resulting from improvements to be financed by the Debt Instruments under consideration.

2. Future Financings. Consider and analyze future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, employed by the Issuer.

3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, and other information and experience available, submit to the Issuer recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the Issuer. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the Issuer, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise the Issuer of our interpretation of current bond market conditions, other related forthcoming bond issues and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.

5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, FSC will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of municipal bond attorneys ("Bond Counsel") retained by the Issuer.

B. Debt Management and Financial Implementation. At the direction of Issuer, FSC shall:

1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration

to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

- a. If the Debt Instruments are to be sold by an advertised competitive sale, FSC will:
 - (1) Supervise the sale of the Debt Instruments, reserving the right, alone or in conjunction with others, to submit a bid for any Debt Instruments issued under this Agreement which the Issuer advertises for competitive bids; however, in keeping with the provisions of Rule G-23 of the Municipal Securities Rulemaking Board, FSC will request and obtain written consent to bid prior to submitting a bid, in any instance wherein FSC elects to bid, for any installment of such Debt Instruments;
 - (2) Disseminate information to prospective bidders, organize such informational meetings as may be necessary, and facilitate prospective bidders' efforts in making timely submission of proper bids;
 - (3) Assist the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
 - (4) Advise the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids.
- b. If the Debt Instruments are to be sold by negotiated sale, FSC will:
 - (1) Recommend for Issuer's final approval and acceptance one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.
 - (2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. FSC will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters agreement and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the Issuer's agreement with the underwriters, but shall not be or become an obligation of FSC, except to the extent specifically provided otherwise in this Agreement or assumed in writing by FSC.

(3) Assist the staff of the Issuer in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.

(4) Advise the Issuer as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, FSC shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute by mail sets of the same to prospective purchasers of the Debt Instruments. Also, FSC shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the Issuer as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the Issuer, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, FSC will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be finally approved or directed by the Issuer.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the Issuer in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.

5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.

6. Consultants. After consulting with and receiving directions from the Issuer, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.

7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required, make arrangements for such services.

8. Issuer Meetings. Attend meetings of the governing body of the Issuer, its staff, representatives or committees as requested at all times when FSC may be of assistance or service and the subject of financing is to be discussed.
9. Printing. To the extent authorized by the Issuer, coordinate all work incident to printing of the offering documents and the Debt Instruments.
10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instruments.
11. Changes in Laws. Provide to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which FSC becomes aware in the ordinary course of its business, it being understood that FSC does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.
12. Delivery of Debt Instruments. As soon as a bid for the Debt Instruments is accepted by the Issuer, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the Issuer in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the Issuer a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrars and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, FSC agrees to make available to Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and FSC regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by FSC for such services:

1. Investment of Funds. From time to time, as an incident to the other services provided hereunder as

financial advisor, FSC may purchase such investments as may be directed and authorized by Issuer to be purchased, it being understood that FSC will be compensated in the normal and customary manner for each such transaction. In any instance wherein FSC may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of Issuer, FSC will disclose to Issuer the nature and, to the extent such is known, the amount of any such compensation so that Issuer may consider the information in making its investment decision. It is understood and agreed that FSC is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, Inc. ("FSAMI"), a duly registered investment advisor. Issuer may, from time to time, utilize the broker/dealer and/or investment advisory services of FSC and/or FSAMI with respect to matters which do not involve or affect the investment of bond proceeds or the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of FSC and/or FSAMI to provide such services shall not be affected by the terms of this Agreement.

2. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
3. Capital Improvements Programs. Provide advice and assistance in the development of any capital improvements programs of the Issuer.
4. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the Issuer.
5. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the Issuer, Bond Counsel, auditors and other experts and consultants retained by the Issuer and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

SECTION III TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect thereafter for a period of three (3) years from such date. Unless FSC or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the third anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods.

SECTION IV TERMINATION

This Agreement may be terminated with or without cause by the Issuer or FSC upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due FSC for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to FSC for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and FSC, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which FSC is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt Instruments to the purchaser.

SECTION VI MISCELLANEOUS

1. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.
2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and FSC, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

FIRST SOUTHWEST COMPANY

By: _____
Hill A. Feinberg, Chairman and
Chief Executive Officer

By: _____
Garry Kimball
Senior Vice President

CITY OF SHERMAN

By: _____
Title: _____
Date: _____

ATTEST:

Secretary

APPENDIX A

FINANCIAL ADVISORY FEE SCHEDULE AND EXPENSE ITEMS

First \$ 500,000	\$10.00 per \$1,000
(Minimum Fee - \$5,000)	
Next \$ 500,000	\$ 7.50 per \$1,000
Next \$ 4,000,000	\$ 5.00 per \$1,000
Next \$ 5,000,000	\$ 3.50 per \$1,000
Next \$10,000,000	\$ 1.95 per \$1,000
Next \$10,000,000	\$ 1.35 per \$1,000
Next \$20,000,000	\$ 1.30 per \$1,000
Next \$50,000,000	\$ 1.25 per \$1,000

The above charges shall be multiplied by 1.25 times for the completion of an application to a federal or state government agency or refunding bonds, reflecting the additional services required.

EXPENSES

The following expenses pertaining to any debt issue will be paid by the Issuer. On a competitive sale, First Southwest Company will initially pay all related expenses except bond counsel and election costs and bill the Issuer for such expenses along with the Financial Advisory Fee after successful delivery of the bond proceeds. On a negotiated sale or placement, expenses will be deducted from the proceeds at the time of delivery.

Expenses shall include:

- Bond counsel fees and charges
- Election expenses
- Computer charges
- Bond rating fees and any related travel (including airfare, lodging, transportation & meals) in connection with rating meetings
- Any travel in connection with a debt issue
- Printing, preparation and distribution costs of offering documents and securities
- Reports of independent consultants
- Publishing cost of any legally required notices
- Escrow and paying agent fees, along with other costs necessary to close a negotiated issue
- Miscellaneous transaction expense, as agreed to in advance by the City



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. C.3

RESOLUTION NO. 5141

Authorizing the Filing of a Grant Application with the Texoma Council of Governments (TCOG) for a Regional Solid Waste Grants Program Grant; Authorizing the Public Works Director to Act on Behalf of the City of Sherman in all Matters Related to the Application; Pledging that, if a Grant is Received, the City of Sherman will Comply with the Grant Requirements of TCOG, the Texas Commission on Environmental Quality, and the State of Texas

Issue

To approve a resolution providing for a Texoma Council of Governments (TCOG) regional solid waste grant

Background

City staff has developed a program to use Wal-Mart as a test-site for the “Keep Sherman Beautiful Parking Lot Litter Partnership”, which would be fully funded by the TCOG Municipal Solid Waste Grant. If this pilot program is successful in reducing the amount of litter which blows and washes away from the Wal-Mart parking lot, similar partnerships could easily be implemented at other city businesses on a voluntary basis, with little cost to the City of Sherman. Strategies for the program at the test site include:

1. Place easily visible and readily accessible uniform trash receptacles displaying the “Keep Sherman Beautiful” logo in the Wal-Mart parking lot. These trash receptacles would be serviced by Wal-Mart employees and the level of usage would be reported back to the City.
2. Publicize the program to raise awareness of the need to keep parking lots free of litter (and tie to storm water concerns) through public service announcements and local media.
3. Perform a one time clean up event at heavily littered areas near Wal-Mart. The City will photograph conditions of these same sites during the testing period to determine the impact of the Parking Lot Litter Partnership.

Origination

Department of Public Works

Financial Consideration

If awarded, the TCOG solid waste grant would be approximately \$5,000.00 to \$7,000.00. No City funding will be required to administer the grant project. Some staff time will be necessary

to help Wal-Mart implement the grant project; but it will also help meet objectives established for the City's storm water program that will be submitted to the Texas Commission on Environmental Quality in early February 2008. If the grant is not awarded, the project will not proceed.

Staff Recommendation

Approve the resolution authorizing the submission of the solid waste grant application to TCOG and execution of the grant project with Wal-Mart.

Alternatives

Those as may be recommended by the City Council

Attachments

Resolution No. 5141

TCOG Municipal Solid Waste Grant Funding Request for Application

Prepared by:
Jeff Miller, Public Works Director

Approved by:
George Olson, City Manager

RESOLUTION NO. 5141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE TEXOMA COUNCIL OF GOVERNMENTS (TCOG) FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ACT ON BEHALF OF THE CITY OF SHERMAN IN ALL MATTERS RELATED TO THE APPLICATION; PLEDGING THAT, IF A GRANT IS RECEIVED, THE CITY OF SHERMAN WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE TCOG, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, AND THE STATE OF TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Texoma Council of Governments (TCOG) is directed by the Texas Commission on Environmental Quality (TCEQ) to administer solid waste grant funds for implementation of the TCOG's adopted regional solid waste management plan; and

WHEREAS, the City of Sherman in the State of Texas is qualified to apply for grant funds under the Request for Applications;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the Public Works Director is authorized to request grant funding under the TCOG Request for Applications of the Regional Solid Waste Grants Program and act on behalf of the City of Sherman in all matters related to the grant application and any subsequent grant contract and grant project that may result.

SECTION 2. That, if the project is funded, the City of Sherman will comply with the grant requirements of TCOG, TCEQ, and the State of Texas.

SECTION 3. That the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

SECTION 4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

SECTION 5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN E. MCGOOKEY,
CITY ATTORNEY

The Texoma Council of Governments
In Cooperation with the Texas Commission on Environmental Quality
Announces Availability of Municipal Solid Waste
Grant Funding for Fiscal Year 2008/2009

□ *Request for Applications* □

PURPOSE

The purpose of this program is to provide funding for eligible local and regional municipal solid waste management projects in support of the goals and objectives of the adopted Regional Solid Waste Management Plan (RSWMP) for the Council of Governments (COG) region. Funding for this program is provided through a grant from the Texas Commission on Environmental Quality (TCEQ), under the authority of §361.014, Texas Health and Safety Code.

HOW TO APPLY

A grant application form is available from the COG at the address below. A separate application form must be submitted for each individual project proposed. In completing your application, read the instructions carefully, you will need to be concise, and provide a sufficient level of detail to facilitate the consideration of your proposed project.

The solid waste coordinator at the COG is available to assist interested parties during the application process and may be contacted at the following telephone number:

James Burnett, Environmental Coordinator
Telephone # 903-813-3550 or 903-814-3021
Monday-Friday 8-5

***Return your completed application form(s) to
the following address:***

Environmental Coordinator
Texoma Council of Governments
1117 Gallagher Drive, Suite 300
Sherman, TX 75090

APPLICATION DEADLINE: To be considered for funding,
submit application by 5:00 p.m. on January 18, 2008.

ELIGIBLE RECIPIENTS

Only those local and regional political subdivisions located within the State of Texas are eligible to receive funding from the COG as a pass-through grant. Eligible entities are outlined below.

- Cities
- Counties
- Public schools and school districts (excluding universities and other post-secondary educational institutions)
- General and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities
- Councils of Governments

Private and non-profit companies and organizations are not eligible to receive grant funding. However, recipients of a grant may contract with private and non-profit entities to provide specific grant-funded services.

Entities that are subject to the payment of state solid waste disposal fees and whose payments are delinquent are not eligible to receive a grant. In addition, entities that are barred from participating in state contracts by the Texas General Services Commission (GSC), under the provisions of §2155.077, Government Code, and 1 TAC §113.02, GSC Regulations, are not eligible to receive a grant.

APPLICABLE STATUTES AND REGULATIONS

The conduct of projects provided funding under this program shall be in accordance with all applicable state and local statutes, rules, regulations, and guidelines. The main governing standards, include, but are not be limited to, the following:

1. Section 361.014(b), Texas Health and Safety Code;
2. Section 330.649 of the TCEQ Regulations (30 TAC Chapter 330);
3. Chapter 14 of the TCEQ Regulations (30 TAC Chapter 14);
4. The Grant Agreement between the Council of Governments and the TCEQ; and
5. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 et seq. (collectively, "UGMS").

AUTHORIZED PROJECT CATEGORIES

The following project categories are eligible for funding. Under each category heading is a brief description of the purpose of that category, as well as special requirements pertaining to that project category.

1. Local Enforcement

Funds may be used for projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Funding recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes through administration of a manifesting system; and educate the public on illegal dumping laws and regulations.

2. Litter and Illegal Dumping Cleanup and Community Collection Events

Funds may be used for ongoing and periodic activities to clean up litter and illegal dumping of municipal solid waste. Projects may include support for Lake and River Cleanup events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup Program. Funded activities may include: waste removal; disposal or recycling of removed materials; fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials cleaned up under this program, to the extent feasible. Funds may also be used for periodic community collection events, held not more frequently than four times per year, to provide for collection of residential waste materials for which there is not a readily-available collection alternative, such as large and bulky items that are not picked up under the regular collection system.

3. Source Reduction and Recycling

Funds may be used for projects that provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. Funded activities may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling.

4. Local Solid Waste Management Plans

Funds may be used for projects to develop local solid waste management plans in accordance with Texas Health & Safety Code, Chapter 363, as implemented by state rule in Title 30 Texas Administrative Code (30 TAC), Chapter 330. It is recommended that at least one year be allowed for the completion and adoption of a local plan. Local Solid Waste Management Plans must meet the goals and objectives of the RSWMP.

5. Citizens' Collection Stations and "Small" Registered Transfer Stations

Funds may be used for projects to construct and equip citizens' collection stations, as these facilities are defined under 30 TAC §330.3, TCEQ Regulations. Municipal Solid Waste Transfer Stations that qualify for registration under §330.3 or §330.11(e) of the TCEQ Regulations may also be funded. Projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place.

6. Household Hazardous Waste Management

Funds may be used for projects that provide a means for the collection, recycling or reuse, and/or proper disposal of household hazardous waste, including household chemicals, electronic wastes, and other materials. Funded activities may include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs. Funds may also be used to support Texas County Cleanup events, conducted in conjunction with the TCEQ.

7. Technical Studies

Funds may be used for projects which include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local level. Projects may also include research and investigations to determine the location, boundaries, and contents of closed municipal solid waste landfills and sites, and to assess possible risks to human health or the environment associated with those landfills and sites.

8. Educational and Training Projects

Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. Funds may also be used for "stand-alone" educational projects dealing with a variety of solid waste management topics. Projects may include funding for information-exchange activities, subject to the other limitations on travel expenses.

9. Other

(Per the grant contract, the COG may include in the regional funding plan or regional solid waste management plan other types of projects that are not specifically prohibited in the detailed funding standards. If accepted by TCEQ, the COG must then request an amendment to the grant contract to include authorization for the additional project or category of projects. If the request is approved by the TCEQ and authorization provided, the COG may then include the additional project category in the list of eligible projects.)

ELIGIBLE EXPENSES

The following categories of expenses may be eligible for funding under this program. All expenses must directly relate to the conduct of the proposed project.

1. **Personnel.** Appropriate salaries and fringe benefits for employees working directly on the funded project may be authorized under most of the grant categories.
2. **Travel.** Travel expenses directly related to the conduct of the funded program may be authorized. Only the employees of the pass-through grant recipient assigned to the project should receive reimbursement for travel expenses. In accordance with the UGMS, in those instances where grantees do not have an established organization-wide written travel policy approved by the governing board of the local jurisdiction, all employee-related travel expenses must be claimed at no higher than the same rates allowed by the State of Texas for its employees. For authorized reimbursement through the Regional Solid Waste Grants Contract, all travel authorized for pass-through recipients must comply with State travel regulations as required by §392.0115, Local Government Code, 1 Texas Administrative Code Chapter §5.86, Governor's Office Regulations and Article IX of the General Appropriations Act, 79th Legislative Session.
3. **Supplies.** Expenses for supplies necessary for the conduct of the funded project may be authorized. Expenses included under the Supplies expense category of a project budget should be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$5,000. Such expenditures must generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed in a relatively short period of time, in the regular performance of the general activities of the proposed project.
4. **Equipment.** Equipment necessary and appropriate for the proposed project may be authorized. The COG must carefully evaluate all requests for equipment to determine appropriateness of the equipment for the project. No equipment is to be purchased by a pass-through grant recipient unless approved in advance by the COG. Expenses included under the Equipment expense category should be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000 or more (including freight and set up costs) with an estimated useful life of over one year. Any equipment that will be used for other projects or activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time that the equipment will be directly used for the funded project. The special conditions and requirements set forth in the grant agreement (relating to Title to and Management of Equipment and Constructed Facilities); also apply to equipment purchased with pass-through grant funding.
5. **Construction.** Appropriate construction costs may be authorized. Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. No construction costs may be incurred by a pass-through grant recipient unless the construction details are approved in advance by the COG. Appropriate costs that may be included are:

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- a. The cost of planning the project;
 - b. The cost of materials and labor connected to the construction project;
 - c. The cost of equipment attached to the permanent structure; and
 - d. Any subcontracts, including contracts for services, performed as part of the construction.
6. **Contractual Expenses.** Professional services or appropriate tasks provided by a firm or individual who is not employed by the pass-through grant recipient for conducting the funded project may be authorized for subcontracting by the funds recipient. No contractual costs should be incurred by a pass-through grant recipient unless the subcontract is approved in advance by the COG. ***Applicable laws and regulations concerning bidding and contracting for services must be followed.*** Any amendment to a subcontract which will result in or require substantive changes to any of the tasks required to be performed must be approved in writing by the COG.
7. **Other Expenses.** Other expenses, not falling under the main expense categories, may be included, if connected with the tasks and activities of the proposed project. The restrictions set forth in the UGMS and the main grant agreement apply. The COG must ensure that expenses budgeted under this "Other" category are itemized by the grant recipient, and are fully considered and evaluated by the COG. Some expenses that may be appropriate include:
- a. Postage/delivery
 - b. Telephone/FAX
 - c. Utilities
 - d. Printing/reproduction
 - e. Advertising/public notices
 - f. Signs
 - g. Training
 - h. Office space
 - i. Basic office furnishings
 - j. Computer Hardware (under \$5,000 and not listed under the Equipment category)
 - k. Computer Software
8. **Indirect.** Indirect costs may be funded, if applicable to the project. In accordance with the UGMS, indirect charges may be authorized if the applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If the Applicant has an approved cost allocation plan, enclose documentation of the approved indirect rate with the project application.

**TYPES OF EXPENSES THAT MAY BE APPROPRIATE
UNDER EACH PROJECT CATEGORY**

Following are *examples of some of the types* of expenses that may be appropriate under each of the project categories.

1. Local Enforcement

- Equipment, such as vehicles, communications equipment, and surveillance equipment
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance
- Protective gear and supplies
- Educational materials

2. Litter and Illegal Dumping Cleanup and Community Collection Events

- Equipment, such as trailers and trucks
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance
- Subcontract expenses
- Protective gear and supplies
- Fencing, barriers, and signage
- Educational materials
- Appreciation items for volunteers (e.g., T-shirts, caps, etc.)

3. Source Reduction and Recycling

- Facility design and construction
- Equipment, such as chippers, balers, crushers, recycling and composting containers, trailers, forklifts, and trucks
- Program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and equipment maintenance
- Educational materials
- Printing and advertisement expenses

4. Local Solid Waste Management Plans

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

5. Citizens' Collection Stations and "Small" Registered Transfer Stations

- Facility design and construction
- Equipment, such as dumpsters or roll-off containers, trailers, compactors, crushers, scales, and recycling containers
- Protective gear
- Educational materials
- Printing and advertisement expenses

6. Household Hazardous Waste Management

- Design and construction of permanent collection facilities
- Equipment for permanent collection facilities, such as recycling containers, trailers, forklifts, and crushers
- Protective gear

- Contractual services for special collection events
- Educational materials
- Printing and advertising expenses
- Appreciation items for volunteers (e.g., T-shirts, caps, etc.)

7. Technical Studies

- Consultant services
- Printing and advertising expenses
- Program administration expenses, such as salaries/fringe benefits, office supplies, and travel

8. Educational and Training Projects

- Educational materials
- Printing and advertising expenses
- Contractual services
- Program administrative expenses, such as salaries/fringe benefits, office supplies, and travel

9. Other *None Authorized.*

FUNDING STANDARDS

In addition to the standards set forth in applicable law and regulations, the standards outlined below apply to all uses of the FY 2008/2009 solid waste grant funds. *(The COG should adjust this list, as appropriate, to apply to the types of projects selected by the COG for funding.)*

General Standards

1. The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration guidance established by the TCEQ to be applied under all contracts, *TCEQ Allowable Expense Guidelines*.
2. Recipients of funds under this Agreement, including the COG, pass-through grant recipients, and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. Funds may not be provided through a pass-through grant or subcontract to any public or private entity that is barred from participating in state contracts by the Texas General Services Commission, under the provisions of §2155.077, Government Code, and 1 TAC §113.02, GSC Regulations.

4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this agreement through either a pass-through grant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d), TCEQ Regulations, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry included non-profit and not-for-profit non-governmental entities.
6. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding agreement.
7. A project or service funded under this Agreement must be consistent with the COG's RSWMP, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
8. Funds may not be used to acquire land or an interest in land.
9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal, and were funded from a source other than a previous solid waste grant, may not be funded.
10. Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. Funds may not be used for employment, contracts for services of a lobbyist, or for dues to an organization, which employs or otherwise contracts for the services of a lobbyist.
13. Funds may only be used for projects or programs for managing municipal solid waste.
14. Except as may be specifically authorized, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within the boundaries of a permitted facility. The applicant and/or the COG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by the COG.

15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste.
17. Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
18. Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

Local Enforcement

19. As provided by the General Appropriations Act (80th Leg. R.S.) funds may not be provided to any law enforcement agency regulated by Chapter 1701 Texas Occupational Code, unless:
(a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
20. When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
21. Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

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22. Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
 23. Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
 24. Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.
 25. Funds may not be used for purchase of weapons, ammunition, and/or HazMat gear.

Litter and Illegal Dumping Cleanup and Community Collection Events

26. Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.
27. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or the COG. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or the COG must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.
28. The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
29. The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
30. All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Agreement.

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31. All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the COG should consider withholding at least ten (10) percent of the reimbursements under a pass-through grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.
 32. Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

Source Reduction and Recycling

33. Any program or project funded with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Local Solid Waste Management Plans

34. All local solid waste management plans funded under this Agreement must be consistent with the COG's RSWMP, and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.
35. In selecting a local solid waste management plan project for funding, the COG shall ensure that at least one year is available for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations

36. The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.
37. The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under 30 TAC §330.9(b), §330.9(o), or §330.11(e), TCEQ Regulations, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A

liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded.

Household Hazardous Waste Management

38. All household hazardous waste collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.
39. All Texas Country Cleanup events must be coordinated with the TCEQ's Texas Country Cleanup program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

Technical Studies

40. All technical studies funded must be consistent with the COG's regional solid waste management plan, and prepared in accordance with Guidelines provided by the TCEQ.

Educational and Training Projects

41. Educational and training programs and projects funded under this Agreement must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

Other Types of Projects

42. If the TCEQ authorizes the COG to fund additional types of projects, the authorization incorporated into the grant agreement may include additional standards and restrictions that will apply to use of funds for that project or type of project.

NOTIFICATION OF PRIVATE INDUSTRY REQUIRED

According to state law (*Section 361.014 (b) TX Health & Safety Code*), a project or service funded under this program must promote cooperation between public and private entities, and the grant-funded project or service may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. In accordance with grant requirements established by the TCEQ, an applicant for funding under one of the listed project categories below must adhere to the notification requirements listed below.

Applicable Categories

- Source Reduction and Recycling
- Citizens' Collection Stations and "Small Registered Transfer Stations
- Community Collection Events
- Demonstration Project under the Educational and Training Projects Category
- Other Types of Projects – Not specifically prohibited from funding under the more detailed funding standards and restrictions, may be considered by TCEQ on a case-by-case basis.

Applicant Notification Requirements

1. Contact in person or in writing the known private service providers of similar services which, at the time of the application development, are providing services within the geographic service area that the project intends to serve, prior to making the application. A list of private service providers within the region is available from the COG.
2. Inform the private service providers of the basic details of the proposed project and consider any input and concerns from the private service providers about the project when completing the project proposal.
3. Consider, where appropriate, meeting directly with private service providers that may have a concern about the proposed project to attempt to resolve any concerns before an application is submitted.
4. Complete applicable information on the grant application forms to provide documentation that private service providers were notified of the project prior to submission of the application and submit written comments provided by any private service provider.

HOW PROPOSALS WILL BE CONSIDERED

Proposals will be reviewed by the Solid Waste Advisory Committee of the COG, using screening and selection criteria developed in cooperation with the TCEQ. The committee consists of representatives of various interests involved in solid waste management in the region, according to the TCEQ guidelines.

Screening Criteria. In order for any proposed project to be considered, the following screening criteria must be met. If these screening criteria are not met, the proposed project will receive no further consideration for grant funding.

1. The application must be complete and all application requirements and procedures followed, including requirements to notify private service providers of the proposed project, when applicable.
2. The proposed project must conform to eligible standards, eligible recipient standards, and allowable expense and funding standards, as established by the TCEQ and the COG and under all applicable laws and regulations.
3. The applicant must agree to document the results of the project as required by the COG.
4. The proposed project must be technically feasible, and there must be a reasonable expectation that the project can be satisfactorily completed within the required time frames.
5. The proposed project activities and expenses must be reasonable and necessary to accomplish the goals and objectives of the project. One factor in determining reasonableness of expenses shall be whether comparable costs are proposed for comparable goods and services.
6. The proposed project must be consistent with the approved regional solid waste management plan, and must directly support implementation of the regional plan.

Selection Criteria. If a proposed project meets all of the applicable screening criteria, it will be evaluated by the Natural Resources Advisory Committee (NRAC) of TCOG, using the following selection criteria. There are eleven sets of selection criteria. The first ten criteria range in points from 5 to 15 maximum for a possible total score of 100 points (see scoring sheet). The eleventh criteria will be used to subtract from the total points of the first ten criteria if applicable.

1. Potential for Environmental Enhancement (10 Points)
 - Has a direct and demonstrable result.
 - Reporting must be clearly defined according to grant requirements.
2. Applicant Commitment (15 Points)
 - Project has a well thought out and realistic budget and timeline.
 - Key participants are involved in its development and implementation.
 - Applicant provides matching funds, letters of support, etc.
3. Need (10 Points)
 - Project addresses clearly identified unmet local needs in source reduction, waste minimization, reuse, and recycling.
 - Project demonstrates an effective strategy to meet the identified need.

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- Project has not received funding in the past.
4. Cost Effectiveness and Potential for Sustainability (25 Points)
 - Project demonstrates cost savings and other indications of cost effectiveness.
 - Project contains a well defined strategy for implementation.
 - Project demonstrates a continuing benefit beyond the time of grant funding.
 5. Planning and Non-Competition (10 points)
 - Project is well researched, will have significant impact for its category without creating an unfair economic advantage to grantee.
 6. Example to Others (10 Points)
 - Project demonstrates example to other communities/entities to follow or replicate.
 7. Impact on the Waste Stream (10 Points)
 - Project will contribute to reduction of local waste stream.
 - Management of the local waste stream will be more efficient.
 8. Expansion Potential (10 Points)
 - Has the potential to expand in scope in the future.
 9. Innovation (5 Points)
 - Will employ new technologies or processes, resulting in material being diverted from the local waste stream?
 10. Public Awareness/Education (5 Points)
 - Promotes public awareness of solid waste environmental issues, costs and benefits.
 11. Salaries and Regular Operating Cost (-10 Points)
 - Recurring salaries or operating costs.

GRANT AGREEMENTS

Grant recipients will be required to enter into standard legal agreements with the COG, to ensure that the approved work program of the project is followed. Among other provisions, the legal agreements will include the following:

- Grant funding will be provided on a reimbursement basis only, and all requests for reimbursement must be handled through the COG.
- Grant recipients must agree to provide data related to the results of the project to the COG and/or the TCEQ. As appropriate to the project, the grant recipient will also be asked to commit to monitoring the results of the project beyond the grant term, and periodically provide the COG and/or the TCEQ additional reports on the status of the project.
- Grant recipients must agree to allow staff of the COG and/or the TCEQ to perform on-site visits to monitor the progress of projects.



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. C.4

*** RESOLUTION NO. 5142**

**Authorizing the Purchase of Communications Equipment through
the Houston-Galveston Area Council of Governments (H-GAC)
for the Sherman Fire Department, Funded by State Homeland Security Grant Funds**

Issue

To consider approval of a resolution to purchase eighteen (18) portable radios for the Sherman Fire Department from Motorola via the H-GAC purchasing contract

Background

On October 12, 2007, the Governor's Division of Emergency Management notified the City of Sherman that we had been awarded \$163,707.17 in Homeland Security Grant Funds. These funds are directed for three projects. The first project is to enhance the communications ability of fire and police departments. This purchase will include eighteen (18) weather resistant portable radios, specifically designed for use in hazardous environments. The purchase of the communications equipment from Motorola, under the H-GAC purchasing contract, amounts to \$38,340.41 and is entirely funded through the grant.

Origination

J. J. Jones, Fire Chief

Financial Consideration

The funds for this purchase will be reimbursed to the City of Sherman upon receipt of the acknowledgement of receipt by the Department of Emergency Management.

Staff Recommendation

The staff recommends the City Council approve the purchase of this communications equipment from Motorola under the H-GAC purchasing contract.

Alternatives

None recommended

Attachments

Resolution No. 5142

Motorola Quote

H-GAC Agreement

Prepared by:

J. J. Jones, Fire Chief

Approved by:

George Olson, City Manager

RESOLUTION NO. 5142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF COMMUNICATIONS EQUIPMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC) FOR THE SHERMAN FIRE DEPARTMENT, FUNDED BY STATE HOMELAND SECURITY GRANT FUNDS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. The City Manager be and is hereby authorized and directed to purchase eighteen (18) portable radios and related communications equipment at a total purchase price of Thirty-Eight Thousand Three Hundred Forty Dollars and Forty-One Cents (\$38,340.41), through the Houston-Galveston Area Council of Governments (H-GAC), in accordance with the terms and conditions of the H-GAC Interlocal Participation Agreement attached hereto and made a part hereof for all purposes. Any necessary purchase agreements must be approved by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF SHERMAN, TEXAS

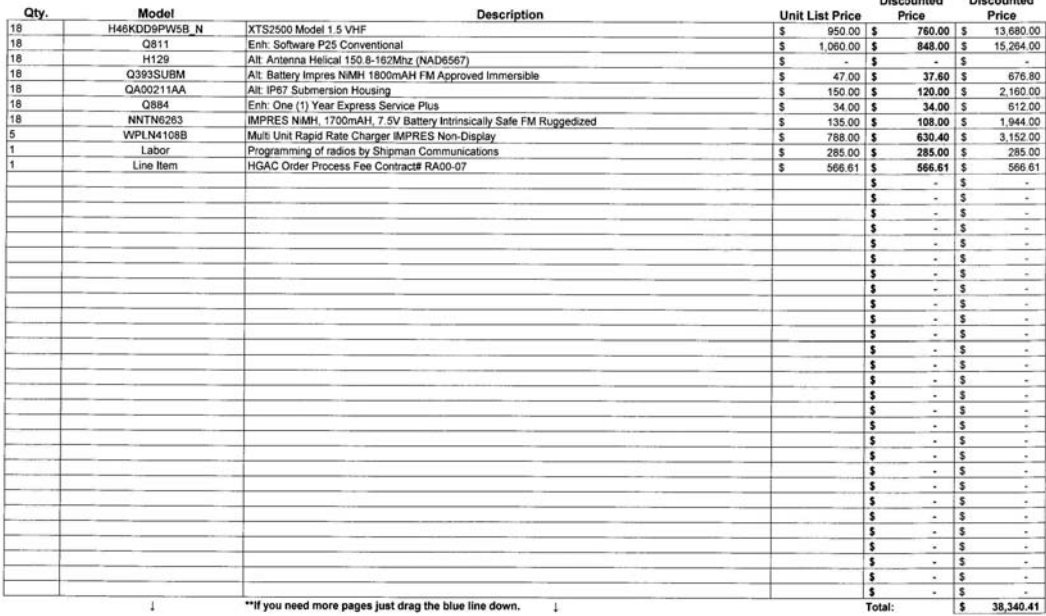
BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN MCGOOKEY,
CITY ATTORNEY



THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TX 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 1991 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19 and ends 10/31/91, 19 . This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government
BY [Signature]
TAYLOR M. BUTE
CITY MANAGER
DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL
BY [Signature] Date 3/27/91
Manager of Cooperative Purchasing
BY [Signature] Date 3/5/91
Jack Steele
Executive Director



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. C.5

*** RESOLUTION NO. 5143**

**Authorizing the Purchase of a Restroom/Concession Building for Old Settlers Park
through the Texas Building and Procurement Commission's
Multiple Award Schedule Program (TXMAS)**

Issue

To consider approval of a resolution to purchase a new pre-fabricated concrete restroom/concession facility for installation at Old Settlers Park through the Texas Building and Procurement Commission's Texas Multiple Award Schedule Program (TXMAS)

Background

During the 2007-2008 budget planning process, the Sherman City Council allocated funds for the purchase of a pre-fabricated concrete restroom/concession facility to be located at Old Settlers Park. Staff has obtained a quote of \$121,922.72 for the purchase of this facility, which includes the building, freight and installation.

Origination

Sherman City Council 2007-2008 Capital Improvement Plan

Financial Consideration

Funds to purchase this facility were appropriated for the fiscal year 2007-2008 CIP budget.

Staff Recommendation

It is recommended that the staff be authorized to acquire the pre-fabricated concrete restroom/concession building from CXT Precast Products through the TXMAS.

Alternatives

The Sherman City Council could decide to delay or cancel this project for the 2007-2008 CIP.

Attachments

Resolution No. 5143 and Contract Form

Floorplan and Photos

Texas Multiple Award Schedule Program (TXMAS) information

Prepared by:
Larry Wortham,
Director of Parks and Community Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A RESTROOM/ CONCESSION BUILDING FOR OLD SETTLERS PARK THROUGH THE TEXAS BUILDING AND PROCUREMENT COMMISSION'S TEXAS MULTIPLE AWARD SCHEDULE PROGRAM (TXMAS); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase a restroom/concession building for Old Settlers Park, through the Texas Building and Procurement Commission's Texas Multiple Award Schedule Program (TXMAS), for the total purchase price of One Hundred Twenty-One Thousand, Nine Hundred Twenty-Two Dollars and Seventy-Two Cents (\$121,922.72), in accordance with the terms and conditions Program Overview attached hereto and made a part hereof for all purposes. Any necessary purchase agreements must be approved by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

**_____
DOREEN E. MCGOOKEY,
CITY ATTORNEY**

CXT Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand snow, wind and zone-4 seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism.

The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

GSA Contract Information:

SCHEDULE TITLE: 056- Buildings and Building Materials/Industrial Services and Supplies
FSC Group 54 - Pre-Engineered/Prefabricated Buildings and Structures

FSC CLASS: 5410

CONTRACT NUMBER: GS-07F-0602N

CONTRACT PERIOD: 6/6/03 through 6/5/08

CONTRACTOR'S NAME, ADDRESS, TELEPHONE, AND FAX NUMBER; EMAIL AND/OR WEBSITE ADDRESS:

CXT Precast Products, Inc.
3808 N. Sullivan Rd., Bldg # 7
Spokane, WA 99216
Toll Free: 800-696-5766
Telephone: 509-921-8718 or 254-580-9100
Fax: 509-928-8270 or 254-580-9200
E Mail: sales@cxtinc.com Web Site: www.cxtinc.com

CONTRACTOR'S ADMINISTRATION SOURCE: Mr. Scott Wilhelm, Division Controller

BUSINESS SIZE/TYPE: Small / Manufacturer

INFORMATION FOR ORDERING ACTIVITIES:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN's) WITH APPROPRIATE CROSS-REFERENCE TO PAGE NUMBER(S).

SIN	DESCRIPTION
361-10C	Precast Concrete Buildings including accessories and options
361-32	Installation and Site Prep, Pre-Engineered Buildings

1b. IDENTIFICATION OF THE LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price).

SIN	MODEL/Description	NET GSA PRICE
361-10C	Gunnison/Single Vault	\$ 9,865.99

1c. HOURLY RATES: N/A

-
2. MAXIMUM ORDER PER SIN: 361-10C - \$200,000, 361-32 - \$350,000 *
- * If the "best value" selection places your order over this Maximum Order, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with far 8.404.
3. MINIMUM ORDER: \$100 unless the contractor agrees to accept a smaller order amount.
4. GEOGRAPHIC COVERAGE (delivery area): The 50 States, D.C., Puerto Rico and US Territories
5. POINT(S) OF PRODUCTION:
CXT Precast Concrete Products, 901 North Hwy 77, Hillsboro TX 76645 Hill County
CXT Precast Concrete Products, 3808 North Sullivan Road Bldg. 7, Spokane WA 99216 Spokane County
6. DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE: Prices shown are net. Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.
7. QUANTITY DISCOUNT(S): SIN 361-10C - None offered
SIN 361-32 - None offered
8. PROMPT PAYMENT TERMS: Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315. (i) Items accepted: Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. (ii) Prompt payment: The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315. (iii) Electronic Funds Transfer (EFT): If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause. (iv) Discount: No discount offered for early payment. (v) Overpayments: If the CXT becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, CXT shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- 9a. NOTIFICATION THAT GOVERNMENT PURCHASE CARDS ARE ACCEPTED BELOW THE MICROPURCHASE THRESHOLD: Visa, Mastercard, and American Express
- 9b. NOTIFICATION WHETHER GOVERNMENT PURCHASE CARDS ARE ACCEPTED OR NOT ACCEPTED ABOVE THE MICROPURCHASE THRESHOLD: Visa, Mastercard accepted above the micropurchase threshold.
10. FOREIGN ITEMS: None
- 11a. TIME OF DELIVERY: 90 days ARO
- 11b. EXPEDITED DELIVERY: None.
- 11c. OVERNIGHT AND 2-DAY DELIVERY: None.
- 11d. URGENT DELIVERY: None.

12. FOB POINT(S): FOB Origin - Prepay and Add

13. ORDERING ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Bldg 7,
Spokane, WA 99216

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreement's (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS(ES): CXT Precast Products, Inc., 3808 N. Sullivan Road, Bldg 7,
Spokane, WA 99216

15. WARRANTY PROVISIONS: CXT warrants that all goods when delivered, conform to specifications set forth in the request provided by the Customer. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. CXT, as its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plant, Spokane Washington and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Government purchase cards will be accepted on all orders.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): Customers are responsible for marking exact location building is to be set; Providing clear and level site, free of overhead and/or underground obstructions; and Providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation. Customer is responsible for compliance with Davis-Bacon Requirements. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at www.cxtinc.com.

20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE): List of repair parts available upon request.

20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTATIVE MAINTENANCE: Maintenance manuals available online at www.cxtinc.com.
Printed manuals available by request by calling (800) 696-5766

24. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES: N/A

24b. Section 508 compliance: N/A

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 157004896

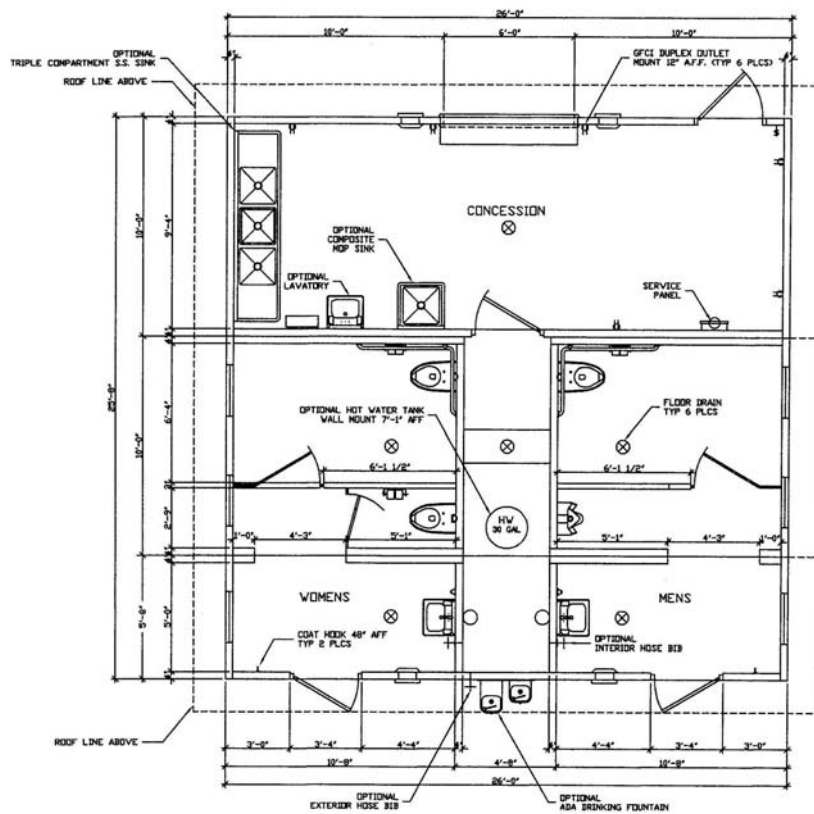
26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Cage Code 0GA05; Registration valid until 08/14/2007

CATALOG OF CXT ITEMS:

MODEL:	SIZE:	DESCRIPTION:
GUNNISON	6'6"W X 14' 7-1/2"L X 9'6"H	Single Unit Vault Style Toilet Building
CASCADIAN	6'6"W X 14' 7-1/2"L X 11'6"H	Single Unit Vault Style Toilet Building
ROCKY MOUNTAIN	6'6"W X 14' 7-1/2"L X 11'6"H	Single Unit Vault Style Toilet Building
TIOGA SPECIAL	11'11"W X 14'4"L X 9'6"H	Double Unit Vault Style Toilet Building
DOUBLE CASCADIAN	11'11"W X 14'4"L X 12'H	Double Unit Vault Style Toilet Building
DOUBLE ROCKY MOUNTAIN	11'11"W X 14'4"L X 12'H	Double Unit Vault Style Toilet Building
OZARK I	10'6"W X 12'L X 10'2"H	Single Unit Flush Style Toilet Building
OZARK II	10'6"W X 18'8"L X 10'2"H	Double Unit Flush Style Toilet Building
CORTEZ	10'3"W X 19'L X 9'9-3/8"H	Double Unit Flush Style Toilet Building
DAKOTA	26'W X 11'L X 12'H	Multi-User Flush Style Toilet Building
ARAPAHOE Building	26'W X 20'L X 12'H	4-room Multi-User Flush Style Toilet
MONTROSE	26'W X 20'L X 12'H	Multi-User Flush Style Toilet Building
TAOS	26'W X 20'L X 12'H	Multi-User Flush Style Toilet Building
NAVAJO	26'W X 20'L X 12'H	Family Assist Style Toilet-Shower Building
CHEYENNE	26'W X 30'L X 12'H	Multi-User Style Toilet-Shower Building
DIABLO	10'6"W X 18'8"L X 10'2"H	Double Unit Toilet-Shower Building
TETON	10'6"W X 18'8"L X 10'2"H	Double Unit Shower Building

SCHWEITZER	10.5' X 10'	Multi-Purpose Storage Building
SCHWEITZER	10.5' X 20'	Multi-Purpose Storage Building

Available upon request from CXT Precast Products: GSA Pricing and available options for above models, Drawings and specification sheets. For more information please contact CXT at (800) 696-5766 or sales@cxtinc.com.



OX
Precast Products
Model No. S-03

NOTES:
1. See separate section for details of optional equipment.
2. See separate section for details of optional equipment.
3. See separate section for details of optional equipment.
4. See separate section for details of optional equipment.
5. See separate section for details of optional equipment.
6. See separate section for details of optional equipment.
7. See separate section for details of optional equipment.
8. See separate section for details of optional equipment.
9. See separate section for details of optional equipment.
10. See separate section for details of optional equipment.

FLOOR PLAN
S-03







Texas Multiple Award Schedule (TXMAS) Program Overview

[TBPC Home](#)

[TXMAS Home](#)

[TXMAS Overview](#)

[TXMAS Purchasing Procedures](#)

[Request an Offer Packet](#)

[Offer Packet E-Docs](#)

[TXMAS Training](#)

[Map and Directions to TBPC](#)

[Landing Page HTML](#)

[Requirements](#)

[TXMAS Logos](#)

[TXMAS Contracts by Schedule](#)

[Search TXMAS Contracts](#)

[Vendor Quarterly Sales](#)

[Reporting Login](#)

The Texas Building and Procurement Commission (TBPC) has established, as an alternative purchasing method, the use of Texas multiple award schedule (TXMAS) contracts that have been developed from contracts that have been competitively awarded by the federal government or any other governmental entity of any state. As the responsible federal entity, the General Services Administration's (GSA) Federal Supply Service awards Federal Supply Schedule contracts by competitive procurement procedures for more than 50 schedules that cover multiple commodities and services. The prices reflected on GSA schedule contracts are the most favored customer (MFC) prices and the maximum price allowable. TXMAS contracts take advantage of the MFC pricing and under certain circumstances, an agency or local government entity, may negotiate a lower price for the goods or services offered on a schedule contract. A "best value" purchase can be made by following the TXMAS purchasing procedures.

For Agencies and Qualified Co-operative Purchasing Entities:

Visit the [TXMAS section of the Procurement Manual](#) for instructions on purchasing commodities and services via the TXMAS program.

For Vendors:

Vendors with a current GSA Federal Supply Service Contract should [click here](#) to fill out a Request For Offer Packet Form.

- [State Agency Numbers](#)
- [Cooperative Purchasing Member Numbers](#)
- [NIGP Commodity Book](#)

Contact Information:

For more information on the TXMAS program, please send an email to txmas@tbpc.state.tx.us or call 512-463-3384 or 512-463-3418.

Texas Multiple Award Schedule Contracts

PCC X

Introduction

The TXMAS (Texas Multiple Award Schedule) Program adapts existing competitively awarded government contracts to the procurement needs of the State of Texas. Unlike some other purchasing methods, purchases made from TXMAS contracts do not require delegated authority from the TBPC to make purchases over \$25,000 for commodities and \$100,000 for services. To be considered for the TXMAS Program, an existing contract must be:

1. Awarded by the federal government or any other governmental entity in any state.
2. Awarded using a competitive process.
3. Adaptable to the laws of the State of Texas.¹

Each TXMAS contractor is required to produce a TXMAS vendor catalog. Vendor catalogs contain the information needed to place order:

- Item specifications.
- Terms and conditions.
- Ordering procedures.
- Invoicing procedures.
- Contact information for making purchases and for customer service.

Vendor catalogs are available on the [TXMAS Contracts Web Page](#).²

GSA (General Services Administration) Contracts

The vast majority of TXMAS Contracts are adapted from GSA (General Services Administration) Federal Supply Service contracts. For this reason, it is common for a vendor's TXMAS catalog to be nearly identical to its GSA catalog. For contracts adapted from GSA contracts, the TXMAS prices must be identical to those on the GSA Schedule. These are the MFC (most favored customer) prices and are the maximum prices allowed.³ For information

regarding negotiating lower prices for TXMAS contract items, see subheading **Negotiating Price with TXMAS Vendors**.

Purchasing from Existing TXMAS Contracts

TXMAS Purchases \$5,000 and Below

1. Consider purchasing the product or service from the TIBH (Texas Industries for the Blind and Handicapped) or TCI (Texas Correctional Industries) catalogs in accordance with applicable statutes. See Section 2.5, “Special Purchases for TIBH and TDCJ/TCI,” for more information.
2. Issue a PO to the selected TXMAS contractor using your agency’s procedures for purchases \$5,000 and below.

TXMAS Purchases Over \$5,000

1. Consider purchasing the product or service from the TIBH (Texas Industries for the Blind and Handicapped) or TCI (Texas Correctional Industries) catalogs in accordance with applicable statutes. See Section 2.5, “Special Purchases for TIBH and TDCJ/TCI,” for more information.
2. If the product or service is available from a TBPC Term Contract, record the price for your best value evaluation.
3. Search the [TXMAS Contracts Web Page](#)⁴ for the required product or service. If you are working with a new TXMAS contractor who does not yet have a listing on the [TXMAS Contracts Web Page](#) send a request to that vendor for a catalog. Vendors who are within their 15-day grace period for establishing a TXMAS Web Page are responsible for sending their catalog(s) to you upon request.
4. Obtain a price quote from as many TXMAS vendors as are necessary to provide best value to the State. Document all price quotes in your purchasing file. If the TXMAS contractor’s website is not shown on the [TXMAS Contracts Web Page](#), they must include a copy of the TXMAS contract award notice with their price quote.
5. File each price quote in the PO file. If no TXMAS vendors provide the product or service, go to subheading Proposing New TXMAS Contracts.
6. Evaluate the quote(s) for best value. If the product or service is available from a TBPC Term Contract and provides the best value, purchase from the TBPC Term Contract.
7. Compare the best value quote with the price listed in the selected vendor’s TXMAS catalog. If the quoted price is equal to or less than the price listed in the vendor’s TXMAS catalog, make a note that you verified the price in your purchasing records. If the quoted price is higher than the price listed on the vendor’s TXMAS catalog, have the

vendor generate a price quote that is consistent with their TXMAS pricing. Once the price has been corrected, note that you verified and then corrected the price in your purchasing records.

8. The TXMAS contractor is not required to accept orders below the minimum order limit shown on the contract page. Orders between the minimum and maximum order limits listed on the contract page are subject to TXMAS catalog pricing. For orders above the maximum limit, you are entitled to negotiate lower prices than those listed in the TXMAS catalog. See subheading **Negotiating Price with TXMAS Vendors** below for more information.
9. Document the basis for the best value determination in the PO file. Incidental, off-schedule items and services, installation or inside delivery and set up, may be purchased as "best value, open market" items provided that they are necessary for product warranty, system integration or product completeness. Your agency is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. See subheading **Negotiating Price with TXMAS Vendors** below for more information. These incidental items and services may be added to the TXMAS purchase order if they are clearly labeled as "open market, best value" items.
10. Prepare a PO containing the following:
 - a. The TXMAS Contract number.
 - b. An NIGP Code for each purchased line item.
11. Send the PO directly to the TXMAS vendor listed on the TXMAS contract page.
12. Enter the PO into TBPC's on-line purchasing system, Impala, or fax a copy of the PO to TBPC at 512-236-6181.
13. If the PO exceeds \$25,000, post the Award Notice on the ESBD (Electronic State Business Daily).

TXMAS Information Technology Purchases

The TXMAS Contracts are exempt from CISV (Catalog Information Systems Vendor) rules. Use the process in section "TXMAS Purchases \$5,000" or "TXMAS Purchases Over \$5,000" for information technology items purchased from a TXMAS Contract⁵.

TXMAS Proprietary Purchases

1. Search the [TXMAS Contracts Web page](#)⁶ for the required product or service.
2. If you find the proprietary product or service you need on a TXMAS Contract, prepare a letter justifying the proprietary purchase and obtain the appropriate procurement manager's signature.

Retain this document in the PO file.

3. Prepare a PO containing the following:
 - a. The TXMAS Contract number.
 - b. An NIGP Code for each purchased line item.
4. Send the PO directly to the TXMAS Vendor.
5. Enter PO into TBPC's on-line purchasing system, Impala, or fax a copy of the PO to TBPC at 512-236-6181.
6. If the PO exceeds \$25,000, post the Award Notice on the ESBD (Electronic State Business Daily).

Negotiating Price with TXMAS Vendors

You may negotiate with a TXMAS vendor on the price of:

- Incidental, non-TXMAS contract items and services, installations or inside deliveries and set ups that are required to facilitate TXMAS contract purchases.
- TXMAS contract goods and services that the vendor is offering through a promotional program.
- TXMAS contract goods and services in an amount that exceeds the contract's Maximum Order.

Proposing New TXMAS Contracts

If you have a requirement that could be met by a competitively awarded government contract:

1. Verify that the requested contract is not already available as a TXMAS Contract.
2. Verify that the contract is:
 - a. Awarded by the federal government or any governmental entity of any state.
 - b. Awarded using a competitive process.
 - c. Adaptable to the laws of the State of Texas.⁷
3. If the potential contract meets the above criteria, contact the TXMAS Program at 512-463-6363 to begin the process for awarding a TXMAS contract.

¹ Texas Government Code Title 10, Subtitle D, Sections 2155.062, 2155.502, 2155.504

² http://esbd.tbpc.state.tx.us/txmas/txmas_index.cfm

³ Texas Government Code Title 10, Subtitle D, Section 2155.504(b) and Local Government Code Section 271.101

⁴ http://esbd.tbpc.state.tx.us/txmas/txmas_index.cfm

⁵ Texas Government Code Title 10, Subchapter I, Section 2155.507

⁶ http://esbd.tbpc.state.tx.us/txmas/txmas_index.cfm

⁷ Texas Government Code Title 10, Subtitle D, Sections 2155.062, 2155.502, 2155.504



CITY OF SHERMAN

Agency #	M0913
Contact	MARY ANN WINKLER, PURCH AGENT
Address	PO BOX 1106 SHERMAN, TX 75091-1106
Phone #	903/892-7218
FAX #	903/891-0255
E-mail	maryannw@ci.sherman.tx.us
Travel Eligible	Y
Expiration Date	18-MAR-2008

[Go to Municipalities](#)

[Go to Alpha Listing - S](#)

[Go to Member Page](#)



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. C.6

*** RESOLUTION NO. 5144**

Awarding a Bid to Sam Pack's Five Star Ford through the Texas Building and Procurement Commission (TBPC) Government Contract for the Purchase of Four 2008 Ford Crown Victoria Police Interceptor Vehicles

Issue

To consider acceptance of Sam Pack's Five Star Ford bid, based on the Texas Building and Procurement Commission (TBPC) government contract, as the supplier of four 2008 Ford Crown Victoria Police Interceptor vehicles

Background

On November 19, 2007, the Sherman City Council authorized the request to advertise and solicit bids for four police patrol vehicles. The bidding process was implemented with appropriate notification being made to local vendors. The following bids for four 2008 Ford Crown Victoria Police Interceptors were received:

Sam Pack's Five Star Ford (TBPC) -	\$20,518.92 (per vehicle)
	\$82,075.68 (total)
Philpott Ford (HGAC) -	\$25,208.63 (per vehicle)
	\$100,834.52 (total)
Planet Ford 6 –	\$21,998.00 (per vehicle)
(H-GAC state contract)	\$87,992.00 (total)
Grand Prairie Ford -	\$21,319.00 (per vehicle)
	\$85,276.00 (total)

Origination

Police Department

Financial Consideration

The budgeted amount for this purchase is \$22,500.00 per vehicle, for a total of \$90,000.00 for all four.

Staff Recommendation

It is recommended that the Council accept the Sam Pack's Five Star Ford (TBPC) bid

Alternatives

There are no reasonable alternatives at this time.

Attachments

Resolution No. 5144; General Services Commission/TBPC Agreement; Sam Pack's Five Star Ford bid

Prepared by:

Tom Watt, Chief of Police

Approved by:

George Olson, City Manager

RESOLUTION NO. 5144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO SAM PACK'S FIVE STAR FORD THROUGH THE TEXAS BUILDING AND PROCUREMENT COMMISSION (TBPC) GOVERNMENT CONTRACT FOR THE PURCHASE OF FOUR 2008 FORD CROWN VICTORIA POLICE INTERCEPTOR VEHICLES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Sam Pack's Five Star Ford is hereby awarded a bid for the purchase of four 2008 Ford Crown Victoria Police Interceptor Vehicles for the total purchase price of Eighty-Two Thousand Seventy-Five Dollars and Sixty-Eight Cents (\$82,075.68). Budgeted funds are available for this purchase. If applicable, any agreements or contracts related to this transaction must be reviewed and approved by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

BY: _____
DOREEN MCGOOKEY,
CITY ATTORNEY



General Services Commission

1711 San Jacinto P.O. Box 13047

Austin, Texas 78711-3047

Web site: www.gsc.state.tx.us

CHAIRMAN
Alphonso Jackson
VICE CHAIRMAN
Ramin "Ran" Guzman
COMMISSIONERS
Orlita de los Santos
Dorecia Vidal Flores, P.E.
Barbara Rutledge
Gene Shall
EXECUTIVE DIRECTOR
Tom Trevelay

RE: State of Texas Cooperative Purchasing Program

Thank you for your interest in the Cooperative Purchasing Program. Created by legislation in 1979, the GSC Cooperative Purchasing Program offers political subdivisions a unique opportunity to purchase products from state automated and non-automated term contracts and the Catalogue Purchasing Program. Members benefit from the state's volume purchasing power, and save time by avoiding the bid process, since GSC term contracts are competitively bid. Cooperative Purchasing Program members have the support of three CPP staff members as well as access to 17 GSC purchasers.

Sections 271.081-271.083 Local Government Code, V. T. C. A., Section 2155.202 and 2175.001(1) of the Texas Government Code, Title 10, Subtitle D, provide the legal authority for local governments, MHMR community centers, and assistance organizations to participate in the State of Texas Cooperative Purchasing Program. These sections define local government to mean a county, municipality, special district, school district, junior college district, rural fire prevention district, volunteer fire department, or other legally constituted political subdivision of the state (hereinafter referred to as qualified entity). Community centers for mental health and mental retardation services must receive state grants-in-aid under provisions of Article 4 of the Texas Mental Health and Mental Retardation Act (Article 5547-204). Assistance organizations which are non-profit and provide educational, health, or human services or provide assistance to homeless individuals, that receive any state funds may purchase goods and services through the General Services Commission.

Participation in the Cooperative Purchasing Program is strictly voluntary. A local government, MHMR community center, or assistance organization may join the CPP by filing with the GSC a resolution adopted by the governing body of the qualified entity. The resolution must state that the qualified entity will: 1) designate one or two individuals as authorized to sign requisitions; 2) participate in the program and pay participation fees established by the commission; 3) be responsible for direct payment to vendors and 4) be responsible for ensuring the vendor's compliance with contract delivery and quality standards.

Membership in the CPP requires an annual non-refundable subscription fee. Once the completed resolution, required documentation for proof of eligibility in the CPP, and subscription fees have been received, GSC will forward a Cooperative Purchasing Program Instruction Manual, a complete set of term contracts on microfiche, and a packet of order forms. Paper copies of the monthly term contract books are available for an additional annual fee.

Requisitions for Automated Term Contract items must be processed through the GSC using a CPP Requisition form. Items purchased from Non-Automated Term Contracts and through the Catalogue Purchase Procedure are ordered directly from the vendor by the CPP member. However, Non-Automated orders require a copy of the order be provided to the GSC.

A cooperative purchasing partnership between qualified entities and the state can be advantageous to all concerned, but particularly beneficial to the taxpayer and the governmental entity. If you have any questions or need more information, please feel free to call a member of the CPP staff at 512/463-3368.

Post-it® Fax Note	7671	Date	2/4	# of pages	6
To	Mary Ann Winkle	From	Susan		
Co./Dept.	City of Sherman	Co.	GSC		
Phone #	903 892-7285	Phone #			
Fax #	817-2394	Fax #			

8/22/97



General Services Commission

1711 San Jacinto - P.O. Box 13047

Austin, Texas 78711-3047

Web Site: www.gsc.state.tx.us

(512) 463-3035

CHAIRMAN
Alfonso Jackson
VICE-CHAIRMAN
Ranero "Ram" Guzman
COMMISSIONERS
Ofelia de los Santos
Dionicio Vidal Flores, P.E.
Barbara Ruckling
Gene Shull
EXECUTIVE DIRECTOR
Tom Truesdew

March 25, 1999

Giles Brown, Director of Finance
City of Sherman
PO Box 1106
Sherman Tx 75091-1106

Dear Mr. Brown:

The processing for your participation in our Cooperative Purchasing Program (GSC Co-Op) has been finalized, activating your membership through **March 18, 2000**. We have enclosed the following for your information:
(renewed annually)

- ❖ Your **Account Number: M0913**
- ❖ The **Purchasing Instruction Manual**.
- ❖ A small amount of forms which may be copied by you.

You may access all state term contracts and other information on the Internet through the General Services Commission's home page, www.gsc.state.tx.us. If you requested additional publications, you will begin receiving them within 4-6 weeks.

The GSC Co-Op Team, Jessica Costilla and Susan Steele, wishes to ensure that your membership meets all expectations. For further assistance, contact us at 512/463-3368.

Sincerely,

Chuck Boorman
GSC Co-Op
Program Manager

Enclosures

TSPC Govt. Contract

Sam Pack's Five Star Ford**Takin' Care of Business****888-8 FLEETZ**

1635 IH 35E
 Carrollton, Texas 75006
 Phone (888) 835-3389 Local (972) 466-5031
 Fax 972-245-5278

Bill To:
 City of Sherman
 ATT: Kay Smith

Quotation

DATE October 27, 2007
Quotation # 07-1892
Customer ID

Quotation valid until: February 24, 2008
Prepared by: Alan J Rosner

Comments or special instructions:

Description	AMOUNT
2008 Ford Crown Victoria Police Interceptors	\$20,548.92
Trunk Organizer	Included
Power Seat (B18)	\$329.00
Power Heated Mirrors	\$30.00
Keyed Alike	\$40.00
DELETE Cruise Control	(\$168.00)
DELETE Side Curtain Airbags	(\$261.00)
OPTIONS:	
Spotlamp mounted	\$159.00
Floor Mats	\$89.00
Suppression Package	\$129.00
Set of Repair Manuals - Priced per Set	\$179.00
Pre-wire for overhead lights No hole cut in roof	\$74.00
Pre-wire for overhead lights WITH hole cut in roof	\$170.00
Pre-wired for 2 way radios - Price includes antenna	\$169.00
Complete Law Enforcement wiring package - Ford option 65A	\$770.00
	\$20,518.92

If you have any questions concerning this quotation, contact Alan J Rosner - 888-835-3389
alanrosner@spford.com

THANK YOU FOR YOUR BUSINESS!



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. C.7

*** RESOLUTION NO. 5145**

**Authorizing the Execution of an Agreement with Barton Capital, LTD.
for the Abatement of Ad Valorem Property Taxes for the Construction
of a New Single-Family Residence at 1919 East Cole Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 1919 East Cole Street.

Background

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatements.

Origination

Barton Capital, LTD., Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$240.00 annually.

Staff Recommendation

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5145
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1919 EAST COLE STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD. and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1919 East Cole Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as **CITY** and **BARTON CAPITAL, LTD.**, a corporation of the State of Texas, hereinafter referred to as **OWNER**.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as **CODE**; and

WHEREAS, the **CITY** has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the **CITY** desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the **CITY**; and

WHEREAS, the **CITY** hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the **CITY**; and

WHEREAS, the **CITY** has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the **CITY**, and **OWNER** has agreed to construct certain real property improvements; and

WHEREAS, **OWNER** is prepared to comply with the provisions of the **CITY'S** guidelines and criteria enacted the 16th day of June, 2003;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, **CITY** hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of **OWNER** in the **CITY** over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an

abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at the following location:
Being Lot 25, Block 1 of the Milam Heights Addition in the City of Sherman,
Grayson County, Texas, and being more commonly known as 1919 East Cole Street.

V.

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
PO Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Barton Capital, LTD.
715 Hwy 75 South
Sherman, Texas 75090
(903) 868 - 4201

Copy to: Grayson Appraisal District
205 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD.

BY: _____

GEORGE OLSON
CITY MANAGER

BY: *Lon Barton*

NAME: Lon Barton

TITLE: President

ATTEST:

(CORPORATE SEAL)

BY: _____

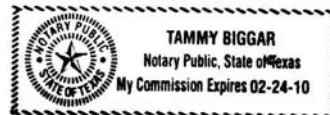
LINDA ASHBY
CITY CLERK

Notary Public: *Tammy Biggar*

Commission Exp. 2-24-10

License No (where applicable): _____

APPROVED AS TO FORM:



DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 1419 COLE

Summary Legal Description: Lot: 25 Block: 1 Addition: MILAN HEIGHTS ADD.

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: 60,000

Estimated Date of Start of Construction: 12-7-07

Estimated Date of Completion of Project: 2-7-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: 12-6-07



70 2007 00010846

County Clerk
Sherman, Texas 7

Instrument Number: 2007-

Recorded On: May 07, 2007

As
Recordings

Parties: CHARLES LONSIE V JR

To BARTON CAPITAL LTD

Comment: WD

(Parties listed above are for Clerks

**** Examined and Charged as**

Recordings	16.00
Total Recording:	16.00

***** DO NOT REMOVE THIS PAGE IS PAR

Any provision herein which restricts the Sale, Rental or use
because of color or race is invalid and unenfor

File Information:

Document Number: 2007-00010846

Receipt Number: 241534

Recorded Date/Time: May 07, 2007 10:03:37A

Book-Vol/Pg: BK-OR VL-4241 PG-813

User / Station: G WHITE - Cashiering Station 1

Record at

RED F

421 N.

SHER



THE STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this instrument was FILED in the File Number sequence on
printed hereon, and was duly RECORDED in the Official Records of Grayson Co

Wilma Blackshear Bush

Wilma Blackshear Bush, Grayson County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS
COUNTY OF GRAYSON

KNOW ALL MEN BY THESE PRESENTS:

THAT LONSIE V. CHARLES, JR. *a married man, not joined as proper*
constitutes no part of homestead

(Hereinafter called "GRANTORS" whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations cash in hand paid by BARTON CAPITAL, LTD.

whose address is 715 S. Hwy 75, Sherman, TX 75090,

(hereinafter called "GRANTEES" whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed.

Have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said Grantees herein, the following described property, together with all improvements thereon, to-wit:

BEING LOT NUMBER TWENTY-FIVE (25) IN BLOCK NUMBER ONE (1) OF MILAM HEIGHTS ADDITION TO THE CITY OF SHERMAN, AS SHOWN BY THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 160, PAGE 452, OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs and assigns forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee.

This conveyance is made and accepted subject to (i) any and all outstanding minerals, mineral leases, restrictions, covenants, conditions and easements, to the extent that they are in force and effect; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, to the extent that they are applicable and enforceable; (iii) any and all easements, rights of way and encroachments that are apparent, including any utilities buried beneath the surface of the ground; and (iv) all rights of parties in possession of any part of the Property.

When this deed is executed by one person, or when the Grantee is one person, the instrument shall read as though pertinent verbs and pronouns were changed to correspond, and when executed by or to a corporation the words "heirs, executors or administrators" or "heirs and assigns" shall be construed to mean "Successors and assigns".

Executed on this the 5 day of May, 2007.

Lonsie V. Charles, Jr.
LONSIE V. CHARLES, JR.

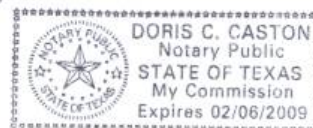
THE STATE OF TEXAS
COUNTY OF GRAYSON

This instrument was acknowledged before me this 5 day of May, 2007, by LONSIE V. CHARLES JR.


NOTARY PUBLIC - STATE OF TEXAS

AFTER RECORDING RETURN TO:

BARTON CAPITAL, LTD
715 S. HWY. 75
SHERMAN, TX 75090



SHERMAN



P.O. BOX 1106, SHERMAN, TEXAS 75091-1106

BUILDING PERMIT APPLICATION

PERMIT NUMBER

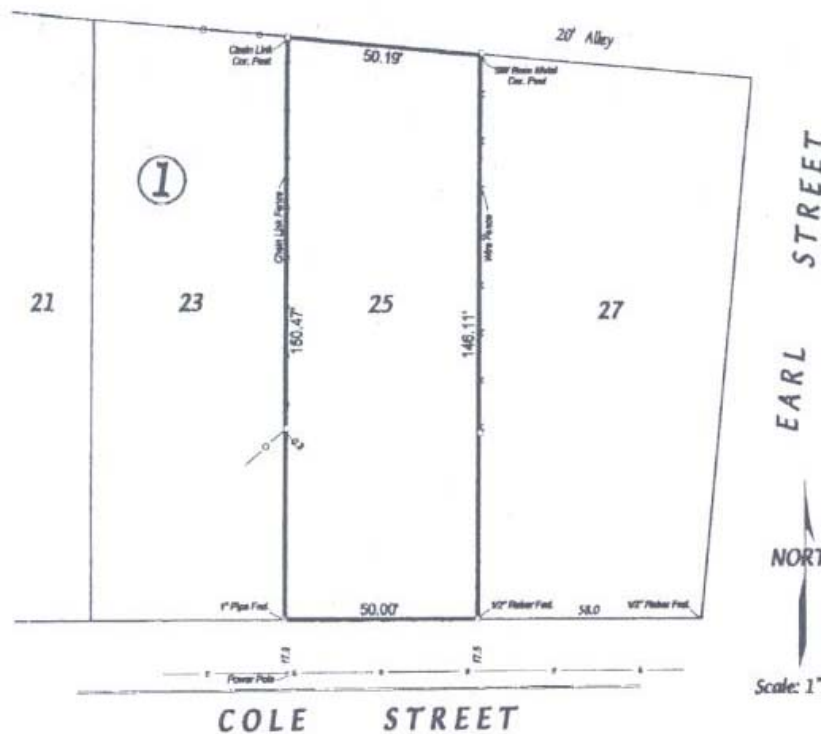
OCCUPANCY NUMBER

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME <u>1919 COLE STREET</u>		SUBDIVISION OR SURVEY <u>MILAM HEIGHTS ADD.</u>		LOT <u>25</u>	BLOCK <u>1</u>	CENSUS TRACT
	FLOOD ZONE _____ BASE FLOOD ELE. _____ 1ST FLOOR ELE. _____		E. ZONING _____ FIRE ZONE _____ PLANS _____		TIME TO COMPLETE <u>180</u> DAYS		
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☒ NEW BUILDING		<u>NEW HOME CONSTRUCTION</u>				
	2 ☐ ALTERATION		<u>RED RIVER PLUMBING 103-821-5715</u>				
	3 ☐ REPAIR, Replacement		<u>MARY LOON 103-813-3060</u>				
	4 ☐ MOVING (relocation)		<u>TRITON ELECTRIC 103-357-3061</u>				
5 ☐ FOUNDATION ONLY							
B. OWNERSHIP							
1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)							
2 ☐ PUBLIC (Federal, state, or local government)							
C. COST \$ <u>20,000</u>							
D. FEE <u>125</u>							
Sq. Ft. { Main Bldg. <u>1149</u> Accs. Bldg. _____							
III BUILDING SPECS. New Bldg. and Additions - Fill Out Parts F. - M. Wrecking - Fill Out Part K Only All Others Skip to IV	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☐ MASONRY (wall bearing)		☒ PUBLIC OR PRIVATE CO.		Number of Stories <u>1</u>		
	☒ WOOD FRAME		☐ INDIVIDUAL (Septic tank, etc.)		TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS <u>1149</u>		
	☐ STRUCTURAL STEEL		I. TYPE OF WATER SUPPLY		TOTAL LAND AREA SQ. FT. <u>7500</u>		
	☐ REINFORCED CONCRETE		☒ PUBLIC OR PRIVATE CO. ☐ INDIVIDUAL (well, cistern)		L. No. OFF-STREET PARKING SPACES		
☐ OTHER - SPECIFY _____		J. ADDITIONAL INFO		ENCLOSED <u>1</u> OUTDOORS <u>3</u>			
G. Principal Type of Heating Fuel		RESIDENTIAL TAX ABATEMENT		M. RESIDENTIAL BLDG. ONLY			
☐ GAS ☐ OIL		☒ YES ☐ NO		Full <u>2</u>			
☒ ELECTRICITY ☐ COAL		WILL THERE BE AN ELEVATOR?		No. of Bedrooms <u>3</u> No. of Bathrooms Partial _____			
☐ OTHER _____		☐ YES ☒ NO					
IV IDENTI- FICATION	1. OWNER		MAILING ADDRESS		PHONE		
	<u>Cap & Investments</u>		<u>7155 Hwy 25 Sherman, Tx 75090</u>		<u>103-821-5715</u>		
	2. CONT.						
	3. Architect						
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman							
SIGNATURE OF APPLICANT <u>[Signature]</u>				ADDRESS <u>[Signature]</u>		DATE <u>12-6-07</u>	

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED _____ 20 _____ DENIED _____ 20 _____



SARTIN & ASSOCIATES, INC.
 Registered Professional Land Surveyors
 P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
 phone (903)892-8003 - fax (903)868-2970

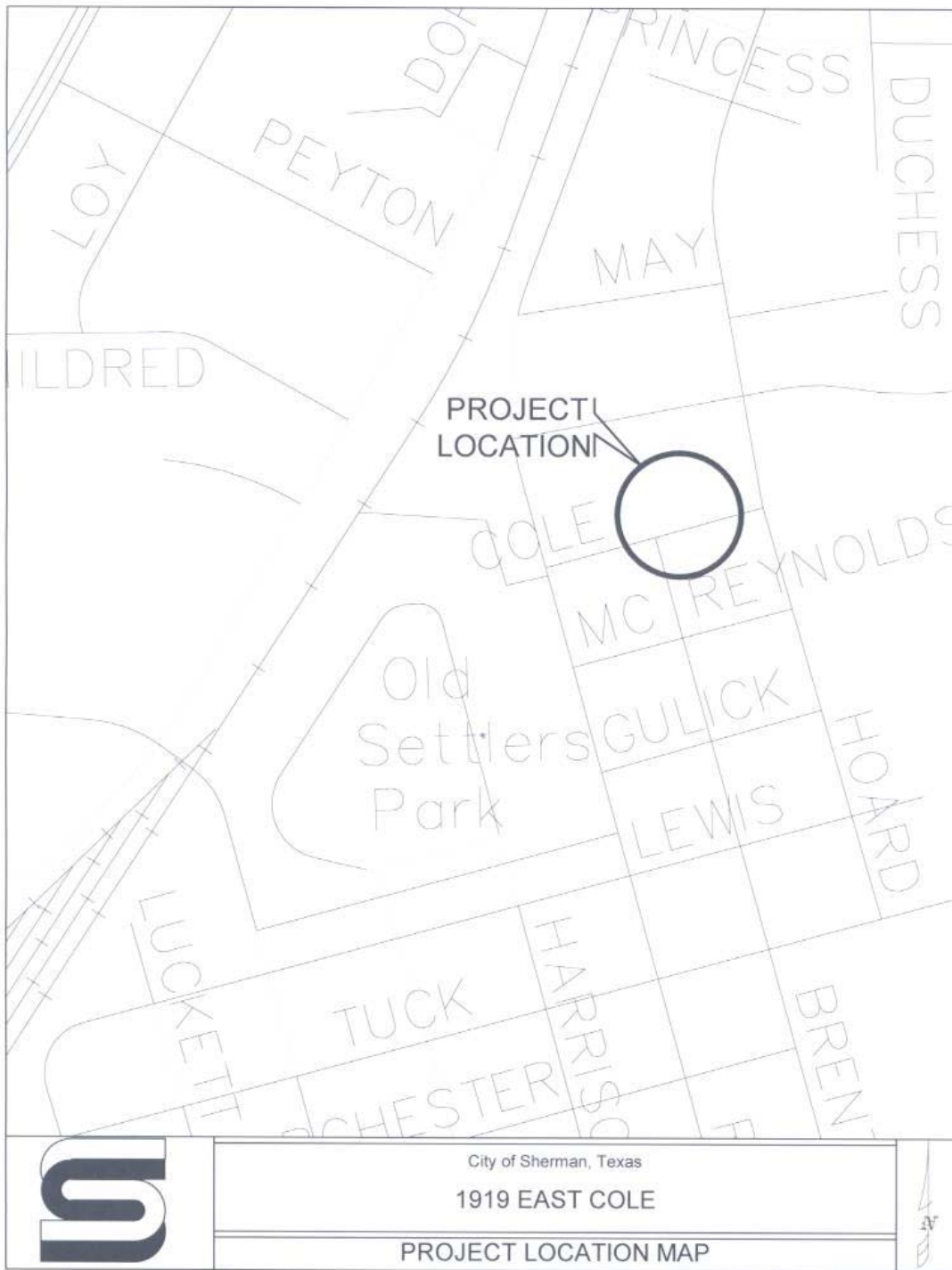
SURVEY FOR: CUPID INVESTMENTS, INC.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 30th day of November, 2007 of the following described property:

Lot TWENTY FIVE (25) in Block ONE (1) of MILAN HEIGHTS ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 160, Page 452, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 1919 COLE STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. C.8

*** RESOLUTION NO. 5146**

**Authorizing the Execution of an Agreement with Barton Capital, LTD.
for the Abatement of Ad Valorem Property Taxes for the Construction
of a New Single-Family Residence at 701 East Sycamore Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 701 East Sycamore Street.

Background

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatements.

Origination

Barton Capital, LTD., Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$256.00 annually.

Staff Recommendation

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5146
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 701 EAST SYCAMORE STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD. and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 701 East Sycamore Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY and **BARTON CAPITAL, LTD.**, a corporation of the State of Texas, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at the following location:
Being Lot 5, Block 1 of Cupid's Corner, Phase II in the City of Sherman, Grayson
County, Texas, and being more commonly known as 701 East Sycamore Street.

V.

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
PO Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Barton Capital, LTD.
715 Hwy 75 South
Sherman, Texas 75090
(903) 868 - 4201

Copy to: Grayson Appraisal District
205 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD.

BY: _____
GEORGE OLSON
CITY MANAGER

BY: *[Signature]*
NAME: RON BARTON
TITLE: Pres

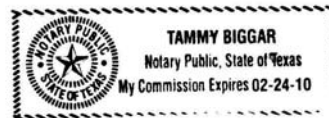
ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: *Tammy Biggar*
Commission Exp. 2-24-10
License No (where applicable): _____

APPROVED AS TO FORM:



DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BARTON CAPITAL

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 701 E. SYCAMORE

Summary Legal Description: Lot: 5 Block: 1 Addition: Capitol Corners Phase II

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: 64,000

Estimated Date of Start of Construction: 12-5-07

Estimated Date of Completion of Project: 2-5-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: _____

SHERMAN



P.O. BOX 1106, SHERMAN, TEXAS 75091-1106

BUILDING PERMIT APPLICATION

 PERMIT NUMBER 688
 OCCUPANCY NUMBER 555

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME <u>701 E. SYCAMORE</u>		SUBDIVISION OR SURVEY <u>CUPIDS CORNER II</u>		LOT <u>5</u>	BLOCK <u>1</u>	CENSUS TRACT
	FLOOD ZONE _____		E. ZONING _____		TIME TO COMPLETE _____ DAYS		
	BASE FLOOD ELE. _____		FIRE ZONE _____		PLANS _____		
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☒ NEW BUILDING		<u>NEW HOME CONSTRUCTION</u>				
	2 ☐ ALTERATION						
	3 ☐ REPAIR, Replacement		<u>BESTE ELECTRIC</u> <u>903-564-5693</u>				
	4 ☐ MOVING (relocation)		<u>RFD RIVER PLUMBING</u> <u>903-821-5715</u>				
	5 ☐ FOUNDATION ONLY		<u>MARKYL + SONS</u> <u>903-893-3060</u>				
III BUILDING SPECS. New Bldg. and Additions - Fill Out Parts F. - M. Wrecking - Fill Out Part K Only All Others Skip to IV	B. OWNERSHIP						
	1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)						
	2 ☐ PUBLIC (Federal, state, or local government)						
	C. COST \$ <u>64,000</u>						
	D. FEE \$ <u>25</u>						
	Sq. Ft. { Main Bldg. <u>1599</u> Accs. Bldg. _____						
IV IDENTI- FICATION	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☐ MASONRY (wall bearing)		☒ PUBLIC OR PRIVATE CO.		Number of Stories <u>1</u>		
	☐ WOOD FRAME		☐ INDIVIDUAL (Septic tank, etc.)		TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS <u>1599</u>		
	☐ STRUCTURAL STEEL		I. TYPE OF WATER SUPPLY		TOTAL LAND AREA SQ. FT. <u>6604</u>		
	☐ REINFORCED CONCRETE		☒ PUBLIC OR PRIVATE CO.		L. No. OFF-STREET PARKING SPACES		
	☐ OTHER - SPECIFY _____		☐ INDIVIDUAL (well, cistern)		ENCLOSED <u>1</u> OUTDOORS <u>2</u>		
G. Principal Type of Heating Fuel		J. ADDITIONAL INFO		M. RESIDENTIAL BLDG. ONLY			
☐ GAS ☐ OIL		RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO		No. of Bedrooms <u>3</u> Full <u>2</u>			
☒ ELECTRICITY ☐ COAL		WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO		No. of Bathrooms _____ Partial _____			
☐ OTHER _____							
IV IDENTI- FICATION	1. OWNER	NAME		MAILING ADDRESS		PHONE	
	2. CONT.	<u>Cupid Investments</u>		<u>715 S. Hwy 75 SHERMAN, TX 75090</u>		<u>903-868-4201</u>	
	3. Architect						

The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman

SIGNATURE OF APPLICANT

ADDRESS

DATE

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

APPROVED 12-10-07

DENIED

20

Same
12-4-07
R. H. J. L.



SARTIN & ASSOCIATES, INC.
 Registered Professional Land Surveyors
 P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
 phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: CUPID HOMES INVESTMENT

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 5 th day of July, 2007 of the following described property:

Lot FIVE (5) in Block ONE (1) of CUPID'S CORNER, PHASE II, an Addition to the City of Sherman, Texas as shown by plat of record in Volume 19, Pages 77 & 78, Plat Records, Grayson County, Texas.

That the improvements located on said property are known as 701 E. SYCAMORE STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.



City of Sherman, Texas

701 EAST SYCAMORE

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. C.9

*** RESOLUTION NO. 5147**

**Authorizing the Execution of an Agreement with Barton Capital, LTD.
for the Abatement of Ad Valorem Property Taxes for the Construction
of a New Single-Family Residence at 712 South Montgomery Street**

Issue

This item is to consider property tax abatement for the construction of a new single-family residence at 712 South Montgomery Street.

Background

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the designated zone for residential tax abatements.

Origination

Barton Capital, LTD., Applicant

Financial Consideration

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this lot will be approximately \$252.00 annually.

Staff Recommendation

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives

The City Council could decide against granting this abatement.

Attachments

Resolution No. 5147
Residential Tax Abatement Agreement
Application
Building Permit Application
Survey
Location Map

Prepared by:
Scott Shadden, Director of Development Services

Approved by:
George Olson, City Manager

RESOLUTION NO. 5147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH BARTON CAPITAL, LTD. FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 712 SOUTH MONTGOMERY STREET; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Barton Capital, LTD. and subject to all contract documents being properly completed and approved by the City Attorney, to execute an agreement with Barton Capital, LTD. for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 712 South Montgomery Street, lying within the City of Sherman's Residential Tax Reinvestment Zone, in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2008.

CITY OF SHERMAN, TEXAS

BY: _____
BILL MAGERS, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:

DOREEN E. MCGOOKEY,
CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY and **BARTON CAPITAL, LTD.**, a corporation of the State of Texas, hereinafter referred to as OWNER.

WITNESSETH:

WHEREAS, on the 16th day of June, 2003, the City Council of Sherman, Texas, passed Ordinance No. 5136 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, the CITY has adopted a resolution (Resolution No. 4685) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 16th day of June, 2003;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2008, and continuing for tax years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use

to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2008, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2008	100%
2009	100%
2010	100%
2011	100%
2012	100%
2013	100%
2014	80%
2015	60%
2016	40%
2017	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at the following location:
Being Lot 7 and the south fifteen, and five tenths feet of Lot 5, Block 3 of the Robert A. King's Addition in the City of Sherman, Grayson County, Texas, and being more commonly known as 712 South Montgomery Street.

V.

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 205 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman	Barton Capital, LTD.
PO Box 1106	715 Hwy 75 South
Sherman, Texas 75091-1106	Sherman, Texas 75090
(903) 892-7200	(903) 868 - 4201

Copy to: Grayson Appraisal District
205 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2008.

CITY:
CITY OF SHERMAN, TEXAS

OWNER:
BARTON CAPITAL, LTD.

BY: _____
GEORGE OLSON
CITY MANAGER

BY: *Ben Barton*
NAME: *Ben Barton*
TITLE: *Pres*

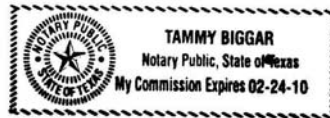
ATTEST:

(CORPORATE SEAL)

BY: _____
LINDA ASHBY
CITY CLERK

Notary Public: *Tammy Biggar*
Commission Exp. *2-24-10*
License No (where applicable): _____

APPROVED AS TO FORM:



DOREEN E. MCGOOKEY
CITY ATTORNEY

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: BAR TON CAPITAL

Mailing Address: 715 S. HWY 75 SHERMAN, TX 75090

Telephone Number: 903-868-4201

Contact (if different than owner):

Name: Ron Barton

Mailing Address: SAME

Telephone Number: SAME

Property:

Physical Address: 712 S. MONTGOMERY

Summary Legal Description: Lot: 7/5 Block: 3 Addition: Robert A. King's ADD.

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: ☐

Estimated Value of Improvements: 63,000

Estimated Date of Start of Construction: 12-5-07

Estimated Date of Completion of Project: 2-5-08

Description of Project: NEW SINGLE FAMILY DWELLING

Applicant(s): G. L. P. Date: 12-5-07

SHERMAN



P.O. BOX 1106, SHERMAN, TEXAS 75091-1106

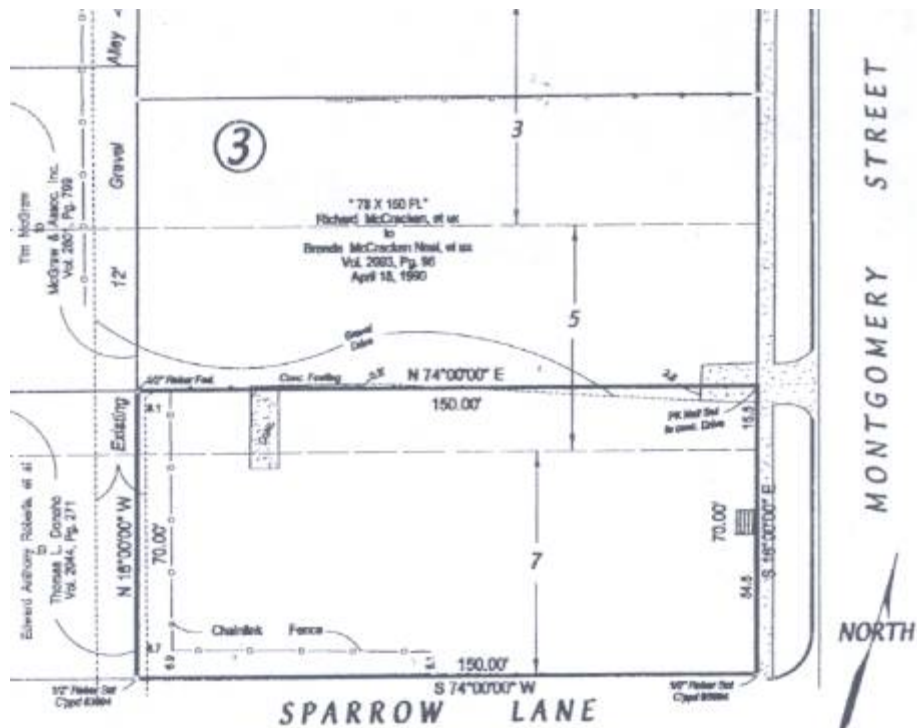
BUILDING PERMIT APPLICATION

 PERMIT NUMBER 689
 OCCUPANCY NUMBER 554

PLEASE NOTE - COMPLETE ALL ITEMS - MARK BOXES WHERE APPLICABLE

I LOCATION OF BUILDING	STREET NUMBER AND NAME <u>712 S. MONTGOMERY</u>		SUBDIVISION OR SURVEY <u>Robert A. King's ADD.</u>		LOT <u>7/5</u>	BLOCK <u>3</u>	CENSUS TRACT
	FLOOD ZONE _____		E. ZONING _____		TIME TO COMPLETE _____ DAYS		
	BASE FLOOD ELE. _____		FIRE ZONE _____				
	1ST FLOOR ELE _____		PLANS _____				
II TYPE AND COST OF BUILDING	A. TYPE OF IMPROVEMENT		DESCRIPTION OF REPAIRS:				
	1 ☒ NEW BUILDING		<u>NEW HOME CONSTRUCTION</u>				
	2 ☐ ALTERATION						
	3 ☐ REPAIR, Replacement		<u>BESTE ELECTRIC - 903-564-5693</u>				
	4 ☐ MOVING (relocation)						
	5 ☐ FOUNDATION ONLY		<u>RED RIVER PLUMBING - 903-821-5715</u>				
III BUILDING SPECS.	B. OWNERSHIP						
	1 ☒ PRIVATE (Individual, corporation, non profit institution, etc.)		<u>MARLYN + SONS - 903-893-3060</u>				
	2 ☐ PUBLIC (Federal, state, or local government)						
	C. COST \$ <u>63,000.00</u>						
	D. FEE \$ <u>25.00</u>						
III BUILDING SPECS.	Sq. Ft. { Main Bldg. <u>1384</u>						
	Accs. Bldg. _____						
	F. PRINCIPAL TYPE OF FRAME		H. TYPE OF SEWAGE DISPOSAL		K. DIMENSIONS		
	☐ MASONRY (wall bearing)		☒ PUBLIC OR PRIVATE CO.		Number of Stories <u>1</u>		
	☒ WOOD FRAME		☐ INDIVIDUAL (Septic tank, etc.)		TOTAL SQUARE FEET OF FLOOR AREA, ALL FLOORS BASED ON EXTERIOR DIMENSIONS <u>1384</u>		
	☐ STRUCTURAL STEEL				TOTAL LAND AREA SQ. FT. <u>10,500</u>		
	☐ REINFORCED CONCRETE		I. TYPE OF WATER SUPPLY		L. No. OFF-STREET PARKING SPACES		
	☐ OTHER - SPECIFY _____		☒ PUBLIC OR PRIVATE CO.		ENCLOSED <u>1</u>		
			☐ INDIVIDUAL (well, cistern)		OUTDOORS <u>2</u>		
	III BUILDING SPECS.	G. Principal Type of Heating Fuel		J. ADDITIONAL INFO		M. RESIDENTIAL BLDG. ONLY	
☐ GAS ☐ OIL		RESIDENTIAL TAX ABATEMENT ☒ YES ☐ NO		No. of Bedrooms <u>3</u> Full <u>2</u>			
IV IDENTIFICATION	☒ ELECTRICITY ☐ COAL		WILL THERE BE AN ELEVATOR? ☐ YES ☒ NO		No. of Bathrooms _____ Partial _____		
	☐ OTHER _____						
	1. OWNER		NAME		MAILING ADDRESS		PHONE
	2. CONT.						
IV IDENTIFICATION	3. Architect						
The Owner Of This Building And the Undersigned Agree To Conform To All Applicable Laws Of The City Of Sherman							
Signature of Applicant <u>G. L. P.</u>		Address <u>Same</u>		Date <u>12-4-07</u>			

 DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY
 APPROVED 12-10 20 07 DENIED _____ 20 _____ Buddh...



SARTIN & ASSOCIATES, INC.
 Registered Professional Land Surveyors
 P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
 phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: CUPID HOMES INVESTMENT

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 12 th day of September, 2007 of the following described property:

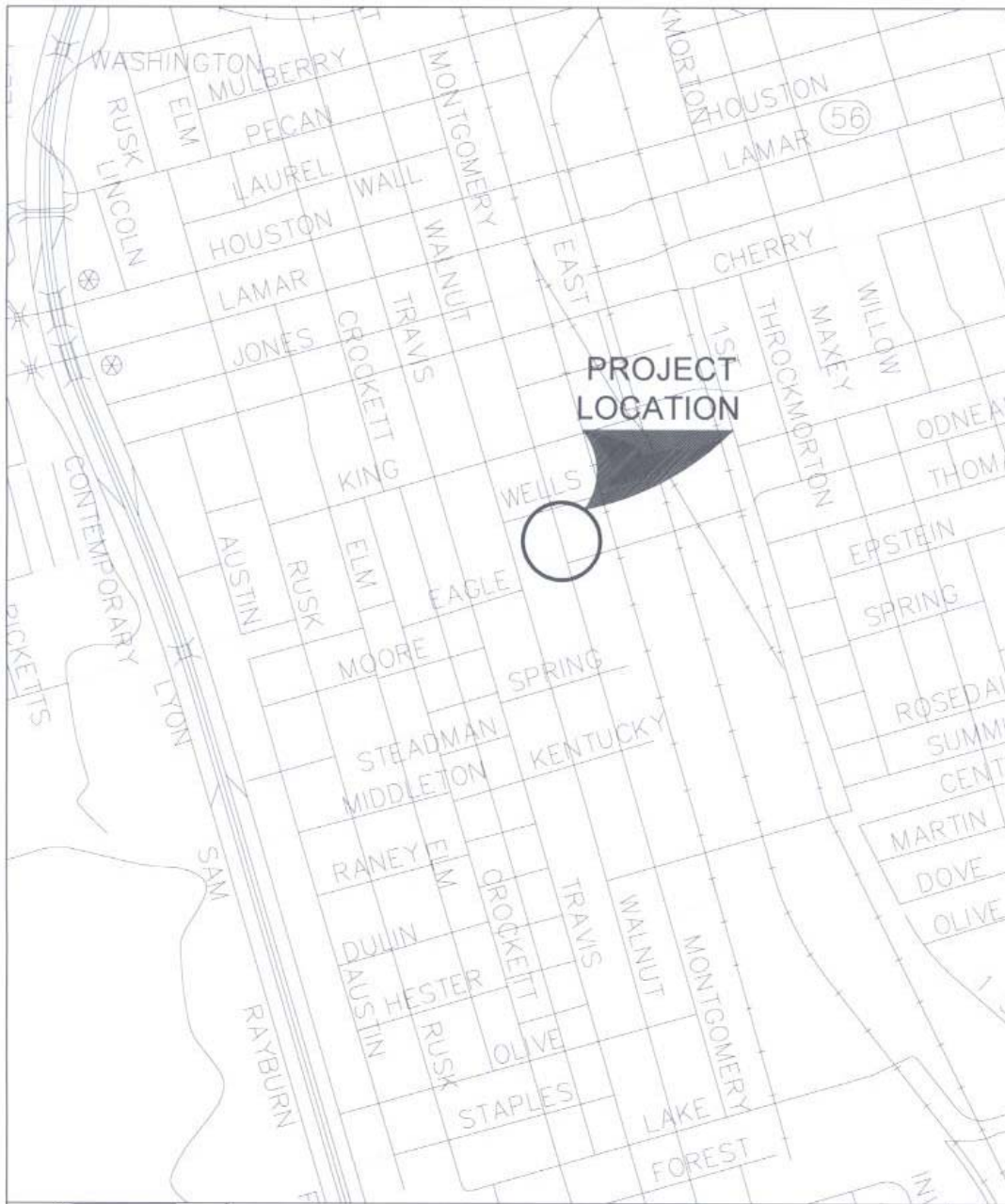
Lot SEVEN (7), and the South Fifteen, and five tenths feet (15.50 feet) of Lot FIVE (5) in Block THREE (3) of ROBERT A. KING'S ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 25, Page 559, Deed Records, Grayson County, Texas.

That the improvements located on said property are known as 712 S. MONTGOMERY STREET, SHERMAN, TEXAS and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINAFOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

Marshall Sartin
 R.P.L.S. # 3694

712MONTG.pcs



City of Sherman, Texas

712 SOUTH MONTGOMERY

PROJECT LOCATION MAP





SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. D.1

*** REQUEST TO ADVERTISE**
Sherman Municipal Airport Mowing

Issue

Approval of a request to advertise to contract for the annual mowing along the runway, taxiway, and ramps at the Sherman Municipal Airport

Background

In the continuing effort to reduce the municipal airport's reliance on City services, the 2007-2008 fiscal years (FY) budget includes funds to privatize the mowing along the runway, taxiway, and ramps. Last year, mowing around the terminal and large hanger was privatized. Currently, the only services provided by City staff to the municipal airport are once a week cleaning of the terminal and minor building maintenance.

Origination

The Department of Public Works

Financial Consideration

The FY 2007-2008 budget includes approximately \$12,000 for contracted mowing.

Staff Recommendation

Approve advertising for mowing at the Sherman Municipal Airport

Alternatives

As may be directed by the City Council

Attachments

None

Prepared by:
Jeff Miller, Director of Public Works

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. D.2

OTHER BUSINESS

Authorizing First Southwest Company to Proceed with Financing the Improvement of Public Works via City of Sherman, Texas Certificates of Obligation, Series 2008

Issue

To authorize the City's Financial Advisor, First Southwest Company (FSC), to proceed with the issuance of Certificates of Obligation (CO) for various public works and park improvements

Background

As part of the fiscal year (FY) 2007-2008 budget process, the Council directed the staff to consider the issuance of about \$10.4 million in debt for the financing of various street and park-related improvements. The City will use its Financial Advisor, First Southwest Company, to lead this effort. Attached is a proposed schedule provided by FSC that indicates the nature and timing of various milestones in this process. Additionally, on the advice of FSC, the staff is considering issuing this debt in two series, one in 2008 and the other in 2009, in order to reduce issuance cost and obtain more beneficial interest rates. Funding for the first series is proposed to occur in late March 2008.

Origination

Robby Hefton, Assistant City Manager/CFO

Financial Consideration

The estimated cost of issuance for \$10.4 million in CO's is about \$75,000.00, if the debt is issued in two series. These costs will be netted against the proceeds from issuance.

Staff Recommendation

The staff recommends the City Council, **by motion and order**, authorize FSC to proceed with the issuance of \$10.4 million in CO's on behalf of the City of Sherman.

Alternatives

The Council could recommend a different amount for financing.

Attachments

Tentative Timetable for Issuance

List of proposed bond projects

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



**City of Sherman, Texas
Certificates of Obligation, Series 2008
Tentative Timetable for Issuance
12-21-07**

Monday	January 7*	City Council authorizes First Southwest Company to proceed with financing via Certificates of Obligation.
Tuesday	January 22*	Council approves publication of Notice of Intent to Issue C/O's for improvement of public works.

Note: City must publish Notice of Intent twice within 30 days of award by Council of C/O's. Must use newspaper of record for the local area.

Wednesday	January 23	Bank Placement Term Sheet distributed to potential bidders.
Wednesday	February 20	Bank bids received.
Monday	March 3*	C/O's are awarded by City Council.
Thursday	March 20, 2008	Closing (subject to AG approval).

* Denotes official City Council meeting.

Certificates of Obligation - List of Potential Projects

Potential Projects	2007-08	2008-09	TOTAL
Washington Street west		\$ 3,600,000	\$ 3,600,000
Lamberth Rd west		822,000	822,000
Pecan Grove Park - Phase I	400,000		400,000
UP R-O-W Purchase	575,000		575,000
Brockett St. - Grand to Travis	1,575,000		1,575,000
Pecan Grove Park - Phase II		2,400,000	2,400,000
Center Street Complex		1,000,000	1,000,000
	<u>\$ 2,550,000</u>	<u>\$ 7,822,000</u>	<u>\$ 10,372,000</u>



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. D.3

OTHER BUSINESS

Receive Annual Property Tax Collection Presentation from the City's Contracted Tax Attorney

Issue

The City of Sherman's tax attorney, Mr. Glenn E. Smith, Jr. of Linebarger Goggan Blair & Sampson, LLP, has prepared an annual report highlighting the result of his office's delinquent tax collection activities during the period of January 1, 2007 to November 30, 2007, along with the total collection rate for the fiscal year 2006-2007.

Background

An annual report is submitted to the City Council to keep them informed of ongoing property tax collection activities and the results achieved in the collection of delinquent property taxes.

Origination

City Manager's Office

Financial Consideration

None

Action Requested

The City Council need take no action on this agenda item.

Alternatives

Different methods of report presentation

Attachments

Annual Property Tax Collection Report dated December 28, 2007

Prepared and Approved by:
George Olson, City Manager

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

ATTORNEYS AT LAW
115 East Lamar Street
Sherman, Texas 75090

903/893-4941
FAX 903/868-0688

December 28, 2007

Mayor Bill Magers and
Members of the Sherman City Council
P.O. Box 1106
Sherman, Texas 75091-1106

**RE: Activity Report on Delinquent Tax Collections for the period
January 1, 2007 to November 30, 2007.**

Dear Mayor Bill Magers and Members of the City Council:

In an effort to keep you and the council members informed as to our activities, we submit this report which summarizes our work and the results we have achieved in delinquent tax collections on behalf of the City of Sherman. Additionally, your total collection percentage rate was 100.8% for the fiscal year 2006-2007.

The purpose of this letter is to briefly highlight our collection activities. The attached Delinquent Tax Operating Statistics Report follows this letter and summarizes our efforts on your behalf.

MAILINGS

During this reporting period our law firm has continued an extensive mailing program to ensure that delinquent taxpayers are aware that they owe taxes to the City of Sherman. We have sent more than 2,965 warning notice letters written in increasing severity of tone to delinquent taxpayers. Every taxpayer on your delinquent roll with a current address has heard from us at least once; and others who need reminders have likely received several notices of delinquency.

LAWSUITS

Where requests for payment and all other negotiations have failed, we backed up our notice letters with lawsuits. During this reporting period we **filed 128 lawsuits** seeking the collection of \$153,614 in delinquent taxes, penalties, and interest. At the same time, we have continued to prosecute any cases, which were already pending prior to this reporting period.

DISMISSALS

Upon our filing a suit, the property owner frequently voluntarily pays the taxes after being served with citation. It is our practice to then dismiss the case, and the litigation comes to an end as to that particular person and property. During this reporting period, we dismissed, as paid, a total of 19 lawsuits, which involved in excess of \$22,313 in taxes, penalties, and interest.

JUDGMENTS

Courtroom judgments have been taken in 28 lawsuits involving more than \$78,418. A total of 12 judgments were released for an amount of \$18,536 in delinquent taxes, penalty and interest.

PERSONAL PROPERTY SITE VISITS

During this collection period, our Business Personal Property Collector conducted over 12 site visits on accounts owing delinquent taxes within your District. We have had a good deal of success in resolving delinquent personal property accounts through onsite visits. We will continue using this successful collection tool in the coming years.

TAX SALES

Where all other efforts have failed in collecting on our judgments, we have **prosecuted 15 tax sales** involving \$24,789 in delinquent taxes.

BANKRUPTCY

We have filed 360 proofs of claim representing \$940,243 in delinquent taxes owed to the City and our other clients in Grayson County.

TOTAL COLLECTIONS

By the use of all of our collection tools, including notice letters, specialized demand letters, litigation, site visits and tax sales, we have collected on your behalf just over **\$279,282** in delinquent taxes, penalty and interest from January 1, 2007 to November 30, 2007.

We pledge to continue to follow through with what has developed into a sound collection program. This will include prosecuting the pending suits to conclusion, writing demand letters on a regular basis, and filing additional suits in those cases where our letters and request for payment are ignored. We will also continue working closely with you to provide assistance and advice in all property tax matters, including changes in the law brought about by the Property Tax Code.

If there are any questions about this report do not hesitate to call me for further clarification of our activity.

Sincerely,



Glenn E. Smith, Jr.

cc: Mr. Robby Hefton, Assistant City Manager/CFO
Honorable John Ramsey, Grayson County Tax Assessor-Collector
Mr. Peter Munson, Munson, Munson Cardwell & Keese

**January 2007 – November 2007
Delinquent Tax Operating Statistics**

**CITY OF SHERMAN
DELINQUENT TAX OPERATING STATISTICS**

12/20/07

JAN, 2007 FEB, 2007 MAR, 2007 APR, 2007 MAY, 2007 JUNE, 2007 JULY, 2007 AUG, 2007 SEPT, 2007 OCT, 2007 NOV, 2007 **January - November
TOTAL**

TAX ROLL / COLLECTIONS

OUTSTANDING BASE TAX	N/A	N/A	N/A	N/A	N/A	N/A	\$527,618	\$458,677	\$418,502	\$432,401	\$407,952	
TOTAL COLLECTIONS	\$22,858	\$11,626	\$10,992	\$17,925	\$15,796	\$7,254	\$62,852	\$49,054	\$36,999	\$28,285	\$35,641	\$279,282
BASE TAX	\$18,072	\$9,064	\$8,194	\$12,259	\$14,558	\$4,688	\$54,056	\$40,625	\$27,900	\$21,060	\$12,302	\$222,780
P & I	\$4,786	\$2,561	\$2,798	\$5,666	\$1,238	\$2,566	\$8,796	\$8,428	\$9,098	\$7,225	\$3,339	\$56,502

LITIGATION

# SUITS FILED	0	54	37	3	0	0	0	24	0	1	9	128
\$ SUITS FILED	\$0	\$53,968	27,559	5,011	\$0	\$0	\$0	44,291.82	\$0	\$1,273	\$21,510	\$153,614
# SUITS RESOLVED	0	9	5	5	25	2	2	2	7	1	19	77
\$ SUITS RESOLVED	\$0	\$11,600	\$4,178	\$9,306	\$37,105	\$2,375	\$966	\$1,821	\$44,388	\$566	\$18,480	\$130,783
# DISMISSED (PAID IN FULL)	0	0	0	2	14	1	0	2	0	0	0	19
\$ DISMISSED (PAID IN FULL)	\$0	\$0	\$0	\$1,461	\$18,268	\$664	\$0	\$1,821	\$0	\$0	\$0	\$22,313
# JUDGMENTS	0	8	0	0	11	0	0	0	5	1	3	28
\$ JUDGMENTS	\$0	\$11,301	\$0	\$0	\$18,737	\$0	\$0	\$0	\$43,090	\$566	\$4,724	\$78,418
# NONSUITS	0	1	5	3	0	1	2	0	2	0	16	30
\$ NONSUITS	\$0	\$299	\$4,178	\$7,845	\$0	\$1,711	\$966	\$0	\$1,297	\$0	\$13,756	\$30,052
# JUDGMENTS RELEASED	0	1	0	2	2	0	0	1	0	1	5	12
\$ JUDGMENTS RELEASED	\$0	\$6,157	\$0	\$859	\$5,118	\$0	\$0	\$464	\$0	\$34	\$5,904	\$18,536

MAILINGS/BANKRUPTCY/SPECIAL EFFORTS

# LETTERS MAILED	782			387			1,088		708			2,965
\$ AMOUNT MAILED	\$135,227			\$57,386			\$240,878		\$93,868			\$527,359
# SHERIFF SALES SET	0	0	0	0	4	0	0	4	0	0	7	15
\$ SHERIFF SALES SET	\$0	\$0	\$0	\$0	\$3,807	\$0	\$0	\$5,721	\$0	\$0	\$15,261	\$24,789
# BK PROOFS FILED	37	8	8	9	61	59	61	27	35	31	24	360
\$ BK PROOFS FILED	\$120,329	\$21,685	\$130,711	\$38,005	\$79,431	\$81,708	\$80,060	\$52,851	\$63,094	\$158,739	\$115,631	\$940,243

*Bankruptcy Proof of Claims include all claims filed on behalf of LGB&S clients by the Grayson County Tax Office



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. D.4

OTHER BUSINESS

Receive Comprehensive Master Plan Update from Assistant City Manager/CFO Robby Hefton

Issue

A presentation on the status of the Comprehensive Master Plan Update (CMP) and related projects

Background

The Council approved a project as part of the fiscal year (FY) 2007-2008 budget to update the City's Comprehensive Master Plan. The staff has worked since October 2007 to select a qualified firm to perform this work. This presentation will summarize the process and results of the process, including project scoping, prior to bringing the contract for the Council's approval at the January 22, 2008 meeting. Additionally, other related topics will be discussed, including a proposed new project for Geographic Information System (GIS) implementation that will be vital to the success of the CMP and several other projects.

Origination

Robby Hefton, Assistant City Manager/CFO

Financial Consideration

None

Council Action Requested

There is no action required of the Council for this item.

Attachments

None

Prepared by:
Robby Hefton, Assistant City Manager/CFO

Approved by:
George Olson, City Manager



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. D.5

*** OTHER BUSINESS**

Site Plan Approval for Tyson Fresh Meats under Ordinance No. 2252, Article IV, Section 410(2)(j) and Section 510 of the Code of Ordinances to Extend the Parking Area for Trailer Storage in the Blalock Industrial Park District at 4700 U.S. Highway 75 South

Issue

To consider the request of Tyson Fresh Meats (Owner) for site plan approval to extend the parking area for trailer storage in the rear of the building in the Blalock Industrial Park District at 4700 U.S. Highway 75 South

Background

Blalock Industrial Park District: *No building permit for the construction of any building or buildings on any tract shall be issued unless and until the building inspector of the City of Sherman, and superior authority, where necessary, has approved the site plan for the tract for which application is made showing not only types and locations of building or building, but also lay-out of parking areas and areas for unloading and loading.*

Origination

Tyson Fresh Meats (Owner); and Roy Knight, Plyler Construction (Applicant)

Board Recommendation

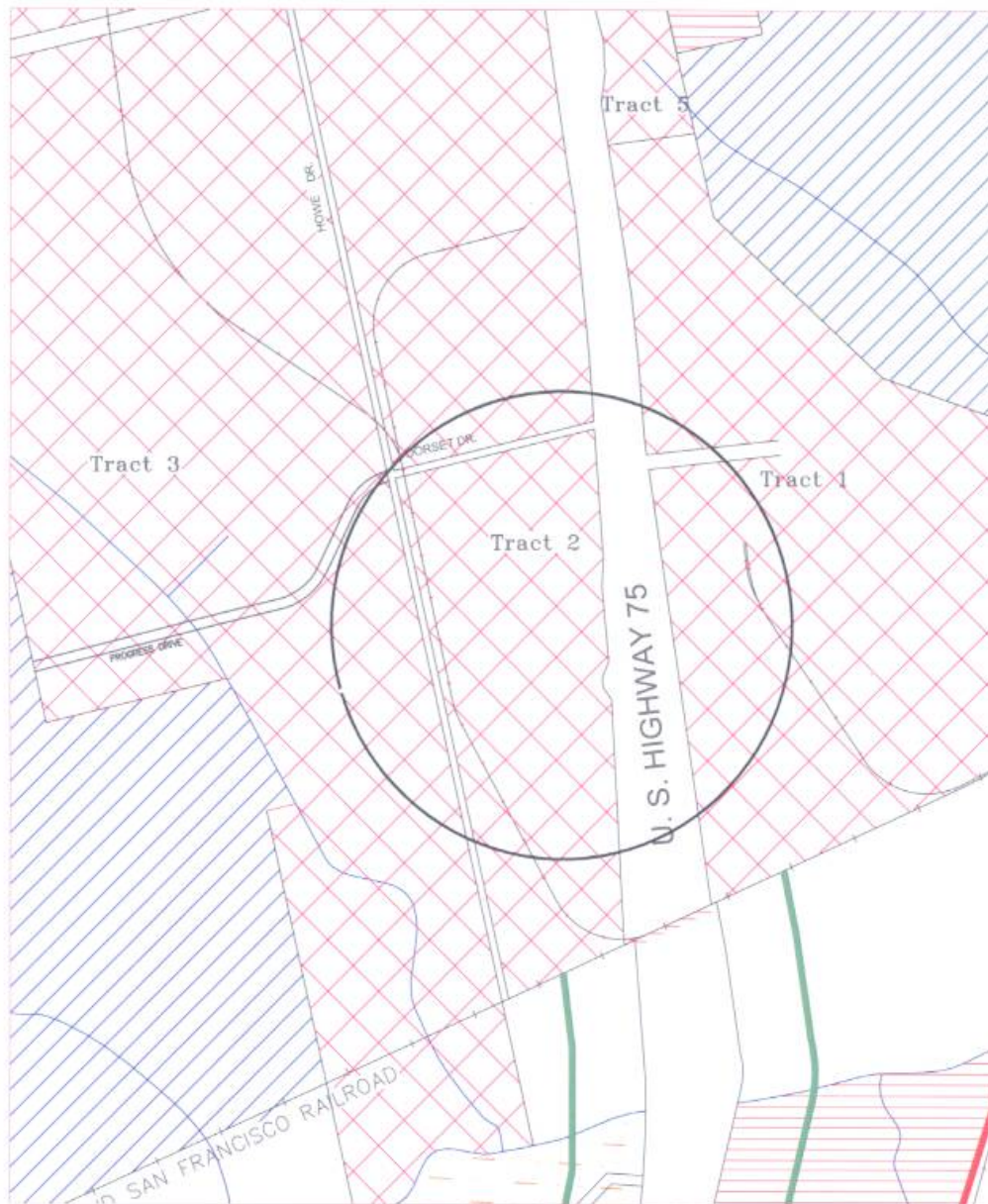
At the regular meeting on December 18, 2007, the Planning and Zoning Board voted 5/0 to approve the site plan and to forward the request to the City Council.

Attachments

Location Map
Photographs
Site Plan
P&Z Communications Form
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M-H	MANUFACTURED HOUSING
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	BL	BLALOCK INDUSTRIAL PARK
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-1	OVERLAY DISTRICT - 75 & 8
C-1	RETAIL BUSINESS DISTRICT	O-1.1	OVERLAY DISTRICT - 1417
C-2	GENERAL COMMERCIAL DISTRICT	O-1.2	OVERLAY DISTRICT - SAM R
C-O	OFFICE DISTRICT	CPO	COLLEGE PARK OVERLAY
M-1	LIGHT MANUFACTURING DISTRICT	A&C	ARTS & CULTURAL OVERLAY
M-1.5	MEDIUM MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT



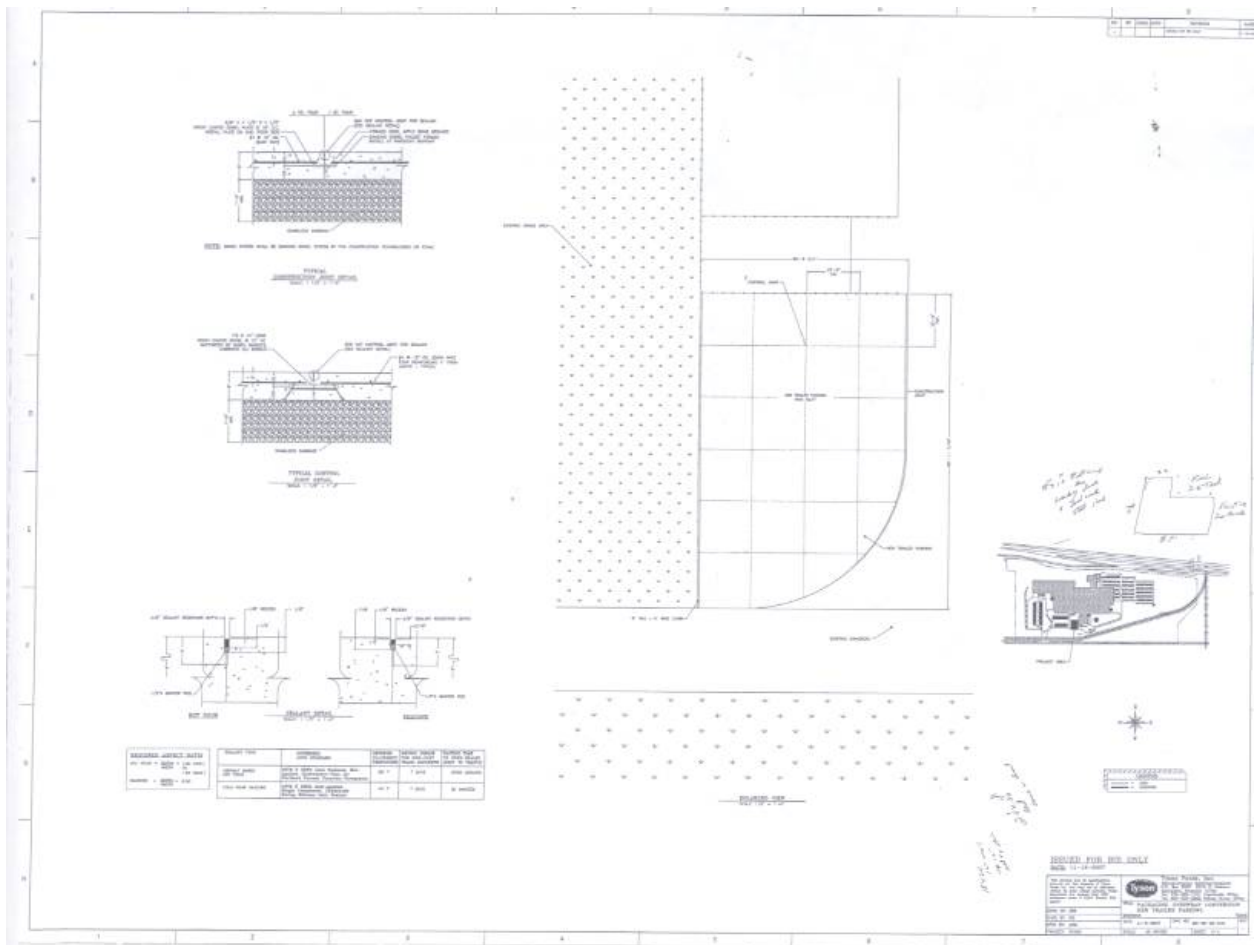
4700 US HWY 75 S SITE PLAN

ENGINEERING DEPARTMENT



4700 Hwy 75 S.





REINFORCING MATERIAL DATA	REINFORCING TYPE	REINFORCING SIZE	REINFORCING TYPE	REINFORCING SIZE
NO. 4	NO. 4	NO. 4	NO. 4	NO. 4
NO. 6	NO. 6	NO. 6	NO. 6	NO. 6

REINFORCING TYPE	REINFORCING SIZE	REINFORCING TYPE	REINFORCING SIZE
NO. 4	NO. 4	NO. 4	NO. 4
NO. 6	NO. 6	NO. 6	NO. 6

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
December 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

4700 U.S. Highway 75 South
Being 73.76 acres in the Sherod Dunman Survey, Abstract No. 329
and Tract 2 of the Blalock Industrial Park
Site Plan Approval

Requested Action/Proposed Use:

Site plan approval to Ordinance No. 2252 Article IV Section 410 (2) (j) to extend the parking area for trailer storage in the Blalock Industrial Park.

Background

Tyson Foods would like to extend the parking area for trailer storage in the rear of the building at 4700 U.S. Highway 75 South.

Adjacent Zoning:

Industrial

Origination:

Tyson Fresh Meats (Owner) and Roy Knight, Plyler Construction (Applicant)

Master Plan Designation:

Industrial

Number of notices mailed:

32

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:
Patsy Reeves,
Development Services Secretary

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

December 13, 2007

Tyson Fresh Meats
Dustin Kratochvil
4700 U.S. Highway 75 South
Sherman, Texas 75090

Plyler Construction
Roy L. Knight
3505 Texoma Parkway
Sherman, Texas 75090

Dear Applicant,

The request for approval of a site plan concerning the property located at 4700 U.S. Highway 75 South, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Compliance with all requirements of the Blalock Industrial Park District Ordinance is required.
2. Storage of all bulk liquids and gases, including oil, gasoline, petroleum products, acid waste neutralization, de-ionized water, as well as nitrogen and other gases shall be screened from public view.
3. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

Respectfully,

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC:	George Olson, City Manager	Danny Fuller, Fire Marshal
	Mark Gibson, Director of Utilities & Engineering	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. D.6

*** OTHER BUSINESS**

Site Plan Approval for Progress Rail Services under Ordinance No. 2252, Article IV, Section 410 (2)(j), an Exception to Ordinance No. 2252, Article IV, Section 410 (2)(g)(2) to Allow a 33 Foot Side Yard Setback for a Detached Building and a 43 Foot Side Yard Setback for a Concrete Pad; and an Exception to Ordinance No. 2252, Article IV, Section 410 (2) (m) to Allow Painted "R" Type Panels on a New Detached Manufacturing Building in the Blalock Industrial Park District at 525 Progress Drive

Issue

To consider the request of Progress Rail Services (Owner) to allow a 33 foot side yard setback for a detached manufacturing building and a 43 foot side yard setback for a concrete storage pad and driveway extension in the Blalock Industrial Park District at 525 Progress Drive. The owner would like to construct a 70,000 square foot detached manufacturing building and driveway extension. The exceptions are needed in lieu of the required 55.7 foot at the southwest corner of the property for the proposed building and a concrete storage pad that was approved at the December meeting. They would like to use "R" type panels for construction on the new building, which was used on the other buildings at this location.

Background

Blalock Industrial Park District: *No building permit for the construction of any building or buildings on any tract shall be issued unless and until the building inspector of the City of Sherman, and superior authority, where necessary, has approved the site plan for the tract for which application is made showing not only types and locations of building or building, but also lay-out of parking areas and areas for unloading and loading.*

Origination

Progress Rail Services Corporation (Owner); Arnie Monteleone and Teresa Fleming (Representatives)

Board Recommendation

At the regular meeting on December 18, 2007, the Planning and Zoning Board voted 6/0 to approve the exception and site plan and to forward the request to the City Council.

Attachments

Location Map
Photographs
Site Plan
P&Z Communications Form
Staff Review Letter

Prepared by:
Scott Shadden, Developmental Services Director

Approved by:
George Olson, City Manager



LEGEND

	R-A	SINGLE FAMILY AGRICULTURAL DISTRICT		M-2	HEAVY MANUFACTURING DISTRICT
	SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT		M-H	MANUFACTURED HOUSING DISTRICT
	R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT		O-1	OVERLAY DISTRICT - 75 & 8
	R-2	MULTI-FAMILY RESIDENTIAL DISTRICT		O-1.1	OVERLAY DISTRICT - 1417
	C-1	RETAIL BUSINESS DISTRICT		O-1.2	OVERLAY DISTRICT - SAM R
	C-2	GENERAL COMMERCIAL DISTRICT		CPD	COLLEGE PARK OVERLAY DISTRICT
	CO	OFFICE DISTRICT		A&C	ARTS & CULTURAL OVERLAY DISTRICT
	M-1	LIGHT MANUFACTURING DISTRICT		CBD	CENTRAL BUSINESS DISTRICT
	M-1.5	MEDIUM MANUFACTURING DISTRICT			



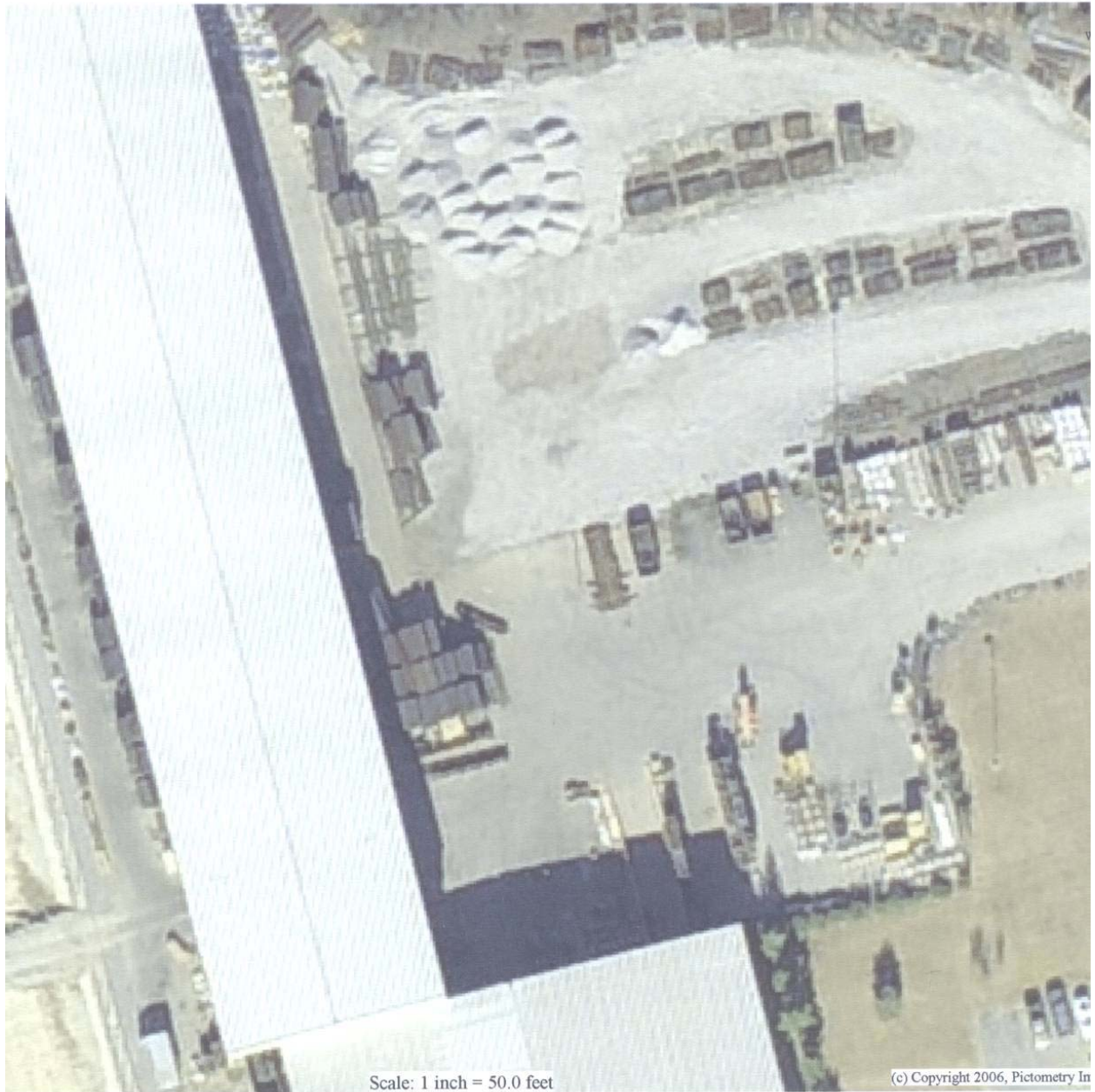
525 PROGRESS RAIL SITE PLAN & EXCEPTION

ENGINEERING DEPARTMENT



Average Scale: 1 inch = 244.6 feet

(c) Copyr

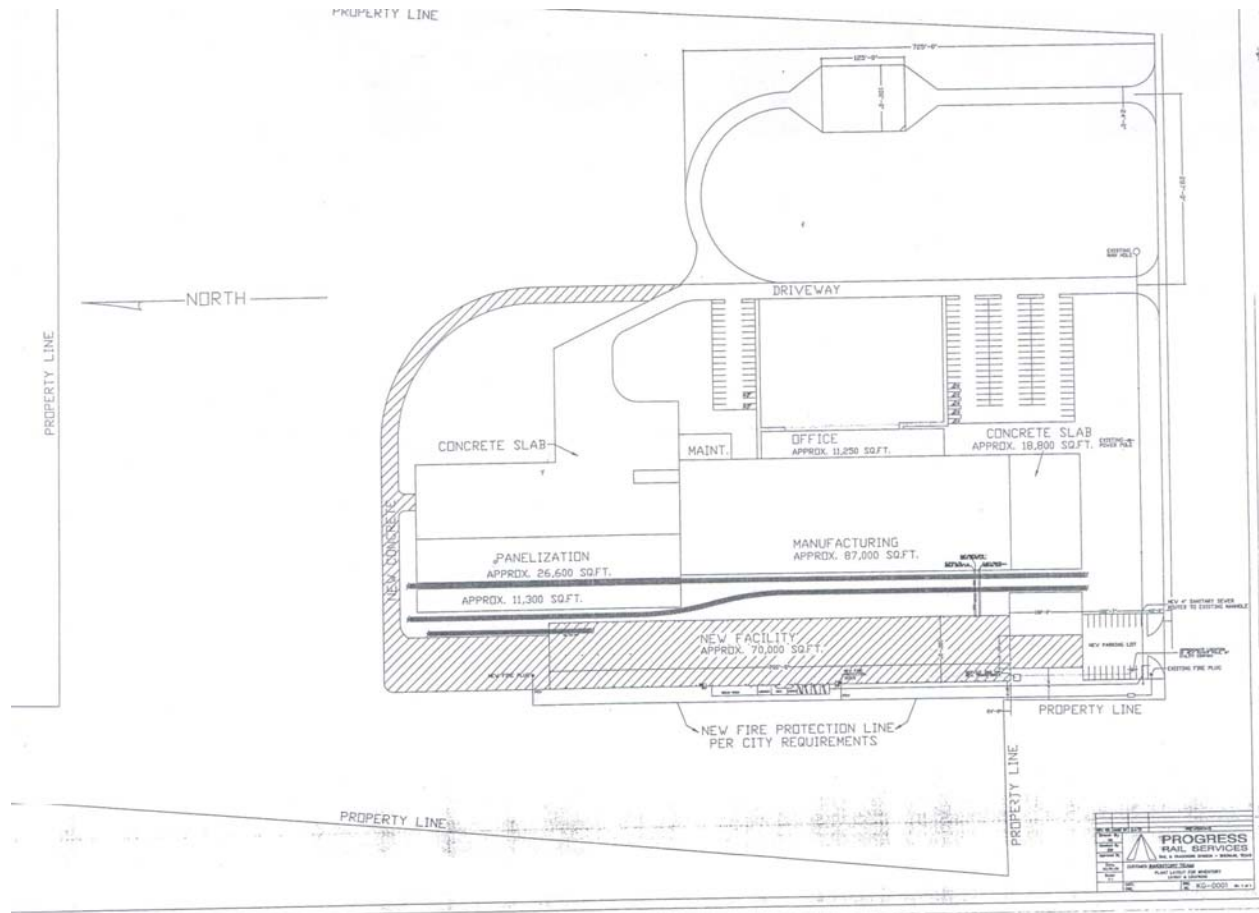


Scale: 1 inch = 50.0 feet

(c) Copyright 2006, Pictometry In

525 Progress Dr.





City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
December 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

525 Progress Drive
Being Lot 1, Block 1, Sherman Industrial Development Addition
in Tract 3 of the Blalock Industrial Park
Site Plan & Exception

Requested Action/Proposed Use:

- (a) Site plan approval to Ordinance No. 2252 Article IV Section 410 (2) (j) for a detached manufacturing building and driveway extension in the Blalock Industrial Park.
- (b) Exception under Ordinance No. 2252 Article IV Section 410 (2) (g) (2) to allow a 33 foot side yard setback for a detached building and a 43 foot side yard setback for a concrete storage pad in lieu of the required 55.7 in the Blalock Industrial Park.

Background

Progress Rail would like to construct a 70,000 square foot detached manufacturing building and driveway extension. The exceptions are needed at the southwest corner of the property for the proposed building and a concrete storage pad that was approved at the November Meeting.

Adjacent Zoning:

Industrial and Residential

Origination:

Progress Rail Services Corporation (Owner) Arnie Monteleone and Teresa Fleming (Representatives)

Master Plan Designation:

Industrial

Number of notices mailed:

32

Objections Received:

0

Attachments:

Location map, Photographs, Site Plan, Staff Review Letter

Prepared by:

Patsy Reeves,
Development Services Secretary

Approved by:

Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

December 13, 2007

Progress Rail Services Corporation
P.O. Box 1037
Albertville, Alabama 35950

Progress Rail Services
Attn: Arnie Monteleone
P.O. Box 2408
Sherman, Texas 75091

Progress Rail Services
Teresa Fleming
P.O. Box 2408
Sherman, Texas 75091

Dear Applicant,

The request for approval of a site plan concerning the property located at 525 Progress Drive, has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Compliance with all requirements of the Blalock Industrial Park District Ordinance is required.
2. The proposed fire line shall connect to the existing 8" water main east of the existing fire hydrant. The fire line shall not extend west with the ROW of Progress Drive as shown. The fire line shall be a minimum of 6" in diameter and conform to fire code standards. A detector check valve and vault shall be adjacent to the main on private property.
3. The 4' service line shall be laid outside of the city right-of-way and connected to the main east of the existing manhole.
4. A driveway permit is required for the proposed driveway to Progress Drive. The driveway shall be concrete and inspected by the engineering department.
5. Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

Respectfully,

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC:

George Olson, City Manager
Mark Gibson, Director of Utilities & Engineering
Doreen E. McGookey, City Attorney
Rita Gaither, Development Coordinator

Danny Fuller, Fire Marshal
Jeff Miller, Director of Public Works
James Shankles, Jr., P.E., City Engineer



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. D.7

*** OTHER BUSINESS**

**Final Plat Approval of the Home Hospice of Grayson County Addition,
a Replat of Lots 1-5 and part of Lots 16-20, Block 2 of Post Oak Addition;
Home Hospice of Grayson County, Owner (505 West Center Street)**

Issue

To consider Final Plat approval of the Home Hospice of Grayson County Addition, a Replat of Lots 1-5 and part of Lots 16-20, Block 2 of Post Oak Addition, located at 505 West Center Street and owned by Home Hospice of Grayson County.

Background

This is a replat of property owned by Home Hospice into one tract. It also includes a portion of an alley that has been closed and deeded to the property owners.

Origination

Home Hospice of Grayson County (Owner); and Underwood Drafting and Surveying (Surveyors)

Board Recommendation

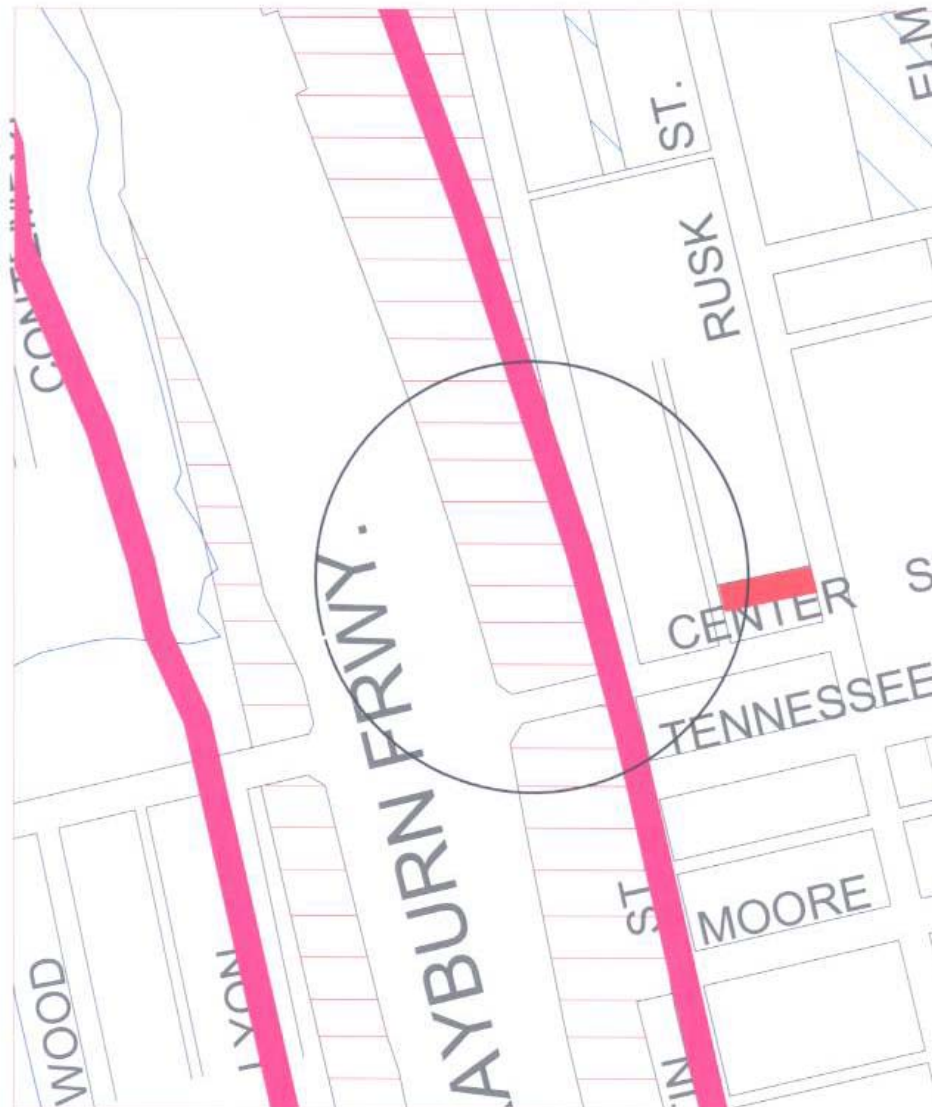
At the December 18, 2007 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Final Plat be approved.

Attachments

Location Map
Photos
Plat
P&Z Communication
Staff Review Letter

Prepared by:
Scott Shadden, Development Services Director

Approved by:
George Olson, City Manager



LEGEND

R-A	SINGLE FAMILY AGRICULTURAL DISTRICT	M-2	HEAVY MANUFACTURING DISTRICT
SF-1	SINGLE FAMILY RESIDENTIAL DISTRICT	M-H	MANUFACTURED HOUSING DISTRICT
R-1	ONE AND TWO FAMILY RESIDENTIAL DISTRICT	O-1	OVERLAY DISTRICT - 75 & 80
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT	O-1.1	OVERLAY DISTRICT - 1417
C-1	RETAIL BUSINESS DISTRICT	O-1.2	OVERLAY DISTRICT - SAM R
C-2	GENERAL COMMERCIAL DISTRICT	CPO	COLLEGE PARK OVERLAY
CO	OFFICE DISTRICT	A&C	ARTS & CULTURAL OVERLAY
M-1	LIGHT MANUFACTURING DISTRICT	CBD	CENTRAL BUSINESS DISTRICT
M-1.5	MEDIUM MANUFACTURING DISTRICT		



505 WEST CENTER FINAL PLAT

ENGINEERING DEPARTMENT



505 W. Center



[illegible]

Flowers South 74 deg. D4 with 42 sea. West with acid soil. Sea. a distance of 188 (53 feet) to a brown capped monument found in the east right-of-way line at U.S. Highway No. 74.

North 72 deg. 30 min. 00 sec. West a distance of 28.40 feet to a South magnetic meridian).

4. Same to the left having a radius of 3,800-48 feet and an arc length of 52.78 feet (shown above North 14 deg. 12 min. 22 sec. West, 52.78 feet) to a 5' glass end built at the intersection of said road, 52.78 feet from the south line of said lot 18, said road.

Thence North 78 deg. 55 min. 28 sec. East a distance of 216.27 feet to a 5' steel rod found in the west line of said Austin Street (see sketch of said street on page 10).

Thomas 29470, 14 spp. 17 spp. 28 spp. East with more west bias, a distance of 247.02 feet to the Pacific—of—beginning and extending 1,218 yards of land.

That I, Jason B. Armstrong, do hereby verify that I prepared this list from all actual and accurate source of the land and that the listed individuals therein whose property passed under my personal supervision, in accordance with the subdivision regulations of the City of Shavano, Texas.

David E. Armstrong
Registered Professional
Land Surveyor No. 2027

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JAMES B. SPRINGER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

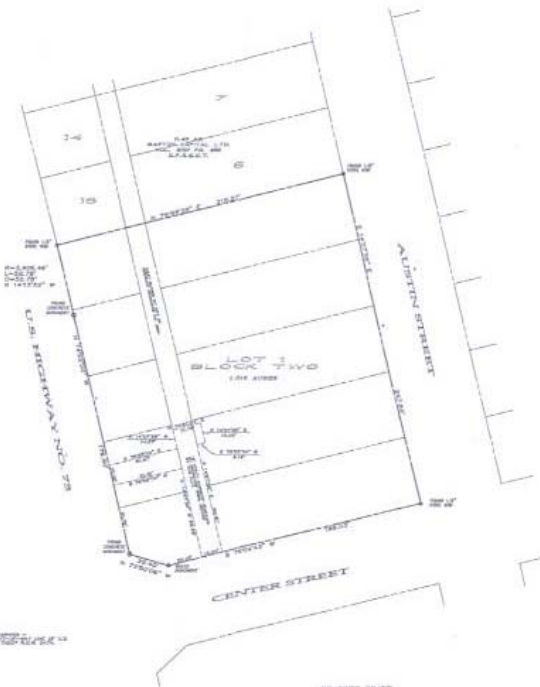
SEVEN LACER BY HAND AND SEAL OF OFFICE THE _____ day of _____, 2007.

History Books, is and for
the State of Texas
Democratic Caucus

FINAL PLAT OF
HOME HOSPICE OF
GRAYSON COUNTY
ADDITION
REPLAT OF LOTS 1 - 5 AND PART
OF LOTS 16 - 20, BLOCK 2, POST
OAK ADDITION TO THE CITY OF
SHERMAN, TEXAS

ARMED/DANGEROUS
HOME HOSTAGE OF GRAYSON COUNTY
800 WEST CENTER STREET
SPRINGDALE, TEXAS 75600

8404 STEELBRIDGE ROAD CHENOP, UTAH 84015 (801) 486-2114



GRAPHIC SCALE



SUBJECT:
JAMES E. ARMSTRONG
M.F.L.S. NO. 5557
BIOGRAPHICAL MEMOIR
DURING TEXAS PERIOD
PHONE (202) 442-7159

AGENDA ITEM #13

City of Sherman
Planning and Zoning Commission
Board of Adjustments
Agenda Communication Form
December 18, 2007
Jason Sofey, Chairman

Jim Jacobs, Vice Chairman
Jason Bethel, Commissioner
Lawrence Davis, Commissioner
Robert Softly, Commissioner

John Nix, Commissioner
Steve Jones, Commissioner
David Plyler, Commissioner
Robin Atherton, Commissioner

505 West Center Street
all of Lots 1-5 and part of Lots 16-20, Block 2 of Post Oak Addition
Final Plat

Requested Action/Proposed Use:

Final Plat of Home Hospice of Grayson County Addition, a Replat of Lots 1-5 and part of Lots 16-20, Block 2 of Post Oak Addition

Background

This is a replat of property owned by Home Hospice into one tract. It also includes a portion of an alley that has been closed and deeded to the property owners.

Adjacent Zoning:

C-2 (General Commercial) District and R-1 (One and Two Family Residential) District

Origination:

Home Hospice of Grayson County (Owner) and Underwood Drafting and Surveying (Surveyors)

Master Plan Designation:

Retail/Commercial

Number of notices mailed:

19

Objections Received:

0

Attachments:

Location map, Photographs, Final Plat, Staff Review

Prepared by:
Rita Gaither,
Planning and Development Coordinator

Approved by:
Scott Shadden,
Development Services Director

STAFF REVIEW LETTER

December 12, 2007

Home Hospice of Grayson County
505 West Center Street
Sherman, Texas 75090

Dear Applicant,

The request for approval of a Final Plat of Home Hospice of Grayson County Addition, a Replat of Lots 1-5 and part of Lots 16-20, Block 2 of Post Oak Addition concerning the property located in the 505 West Center has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, December 18, 2007 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from the various utility companies stating the availability of service and the adequacy of easements are required.
2. Original tax certificates for the property must be furnished prior to recording of the plat.
3. Any other changes made to the final plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning and Zoning Commission

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

Respectfully,

Scott Shadden
Secretary, Planning and Zoning Board and Board of Adjustment

CC:	George Olson, City Manager	Danny Fuller, Fire Marshal
	Mark Gibson, Director of Utilities and Engineering	Jeff Miller, Director of Public Works
	Doreen E. McGookey, City Attorney	James Shankles, Jr., P.E., City Engineer
	Rita Gaither, Development Coordinator	Underwood Drafting & Surveying
	Richard Wright Architects	



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. D.8

CITIZEN REQUESTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. D.9

MEDIA QUESTIONS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. D.10

COUNCIL COMMENTS

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. E.1

EXECUTIVE SESSION

**In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law),
“The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions
of the Open Meetings Law, Chapter 551, Government Code, Vernon’s Texas Codes
Annotated, in Accordance with the Authority Contained in the Following Sections.”**

Section 551.074

Personnel Matters

**Consider the Qualifications, Appointment or Removal
of Members to Boards and Commissions:**

- a) Historical Preservation Board (2)**

Section 551.087

**Deliberations Regarding Economic Development
Negotiations:**

- a) Deliberate Regarding Commercial or Financial
Information that the City has Received from
Business Prospects and Deliberate any Offers or
Incentives to the Business Prospects**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. F.1

OPEN MEETING

**Reconvene into Open Meeting and consider action,
if any, on items discussed in Executive Session**

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. F.2

ADJOURNMENT

The Honorable Bill Magers, Mayor



SHERMAN CITY COUNCIL

Agenda Communication Form

From: The Office of the City Manager

Date: 1-7-2008

Subject: Agenda Item No. N/A

COUNCIL CALENDAR

2007 CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
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FEBRUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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01/01/07 - New Year's Day Holiday - Council Meeting Not Called for 01/02/07
01/15/07 - M.L.K., Jr. Birthday - Called Council Meeting on 01/16/07
01/30/07 - 12:00 Noon Called Meeting for City Charter Briefing
02/19/07 - 12:30 PM Called Meeting re: City Manager's Employment
02/19/07 - Washington's Birthday - Called Council Meeting on 02/20/07
02/28/07 - 12:00 Noon Called Meeting to Appoint Acting City Manager
03/28/07 - 12:00 Noon Called Meeting re: Acting/Permanent City Manager Issues
05/12/07 - City Council Election
05/22/07 - 12:00 Noon Called Meeting to Canvass Election Results
06/01/07 - Budget Planning Meeting in Council Chambers
06/11/07 - Called Meeting to Attend Commissioner's Court Meeting

06/13/07 - Called Meeting re: Police & Fire Comp. Study
07/02/07 - Cancelled Pre-4th of July Council Meeting
07/09/07 - Called Meeting for Social Event at Lake Texoma
07/12-14/07 - Budget Workshop in Council Chambers
08/27/07 - 12:00 Noon Called Meeting for Appeal of P&Z Decisions
09/03/07 - Labor Day - Called Council Meeting on 09/04/07
09/14/07 - 12:00 Noon Joint Meeting with SEDCO Board
11/06/07 - Sales Tax Election
11/14/07 - 12:00 Noon Called Meeting to Canvass Election Results
12/11/07 - Called Meeting to Review Development Standards

2008
CITY COUNCIL MEETINGS

JANUARY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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NOVEMBER

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DECEMBER

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21	22	23	24	25	26	27
28	29	30	31			

01/21/08 - M.L.K., Jr. Birthday - Called Council Meeting on 01/22/08
 02/18/08 - Washington's Birthday - Called Council Meeting on 02/19/08
 09/01/08 - Labor Day - Called Council Meeting on 09/02/08